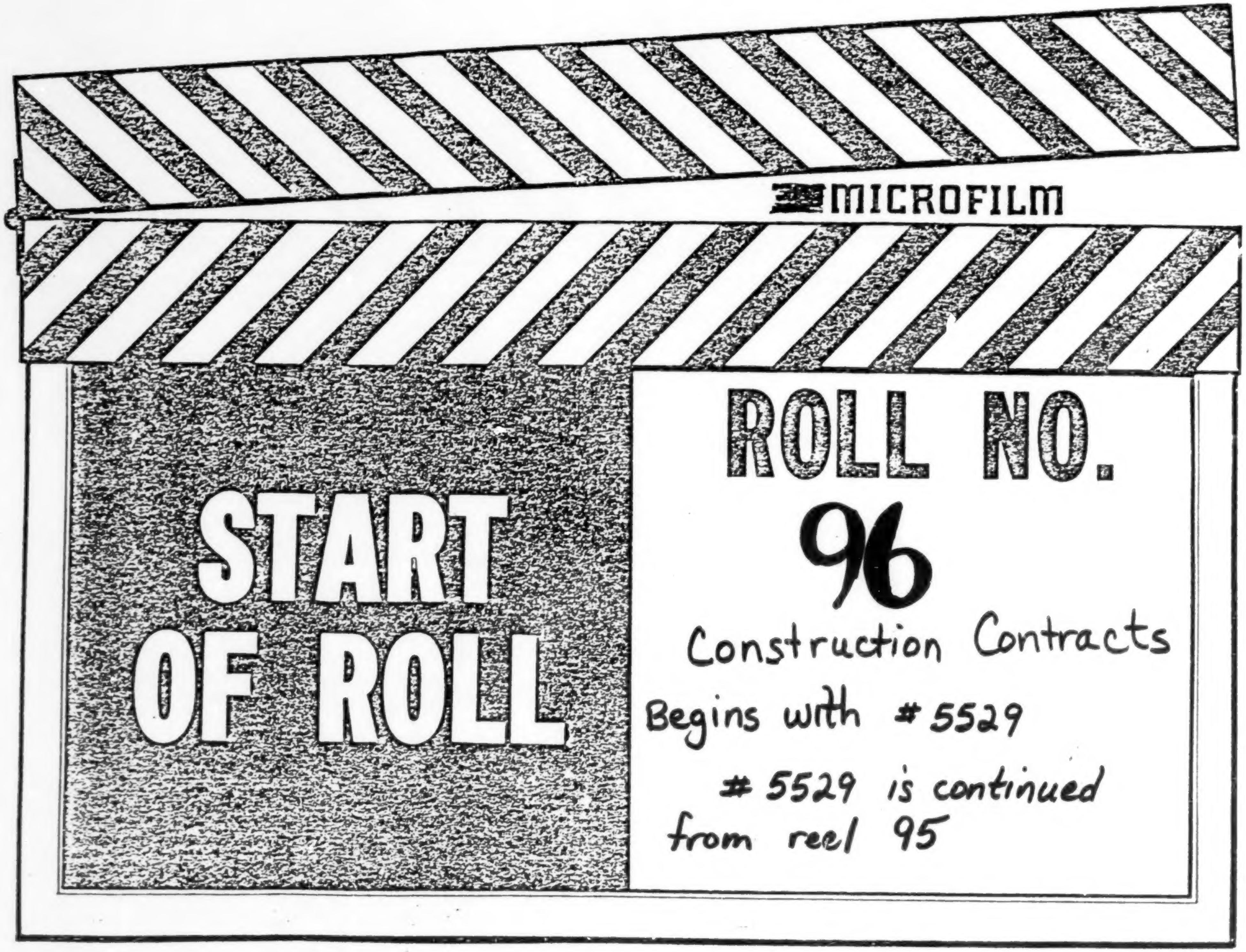

START OF ROLL

ROLL NO.

96

Construction Contracts

Begins with #5529

#5529 is continued from reel 95

10-1065 Gardiner Mt. Slide Corr. 1959
Proj. on Oregon Coast Hwy.
#5529

To Oregon State Highway Commission

Notice is hereby given that the undersigned, Lewis Judson, has a claim for equipment rental and common excavation in the sum of Three hundred seventy five dollars and seventy seven cents ($375.77) against the bond taken from Dwain R Angell & Millard Angell and United Pacific Insurance Company for your contract No 5529 for slide correction on Highway 101 north of Gardiner.

Lewis Judson
8040 Wheatland Rd.
Salem, N.E. Oregon
Jan. 4, 1961

RECEIVED
JAN 5 1961
STATE HIGHWAY COMMISSION

RECEIVED
NOV 21 1960
FOR FILING

10-1065

5529

November 18, 1960

Duain and Millard Angell
6514 North Lombard Street
Portland 3, Oregon

Gentlemen:

Reference is made to your recent request to be allowed to inspect the engineering computations supporting the final estimate on the Gardiner Mountain Slide Correction Project, Contract No. 5529.

All of the data on this project is now in the Salem office and may be inspected by you or your representative any time you desire. Please contact Mr. R. L. Porter, Office Engineer, at your convenience and he will direct you to the proper office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. R. L. Porter

FBK:fp fn

Dwain & Millard Angell
514 N. Lombard St.
Portland 3, Oregon

Oregon State Highway Dept.
State Highway Building
Salem, Oregon

Dear Sir;

We would like an appointment set up with the engineers to check figures on the Gardner Side job. Oregon coast highway, Douglas County. Contract No. 5529

9-29-60
Checked by Boehm.

REFERRED TO
Cooper
By State Highway Engineer

REFERRED TO
Edw
BY DEPUTY STATE HIGHWAY ENGINEER

CONSTRUCTION DIVISION
RECEIVED
NOV 15 1960
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

RECEIVED
NOV 14 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV - 4 1960
FOR FILING
10-1065

5529

4

November 4, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway contract #5529 for slide correction on the Gardiner Mt. Section of the Oregon Coast Highway in Douglas County was completed by the contractor, Dwain R. Angell and Millard Angell, on August 25, 1960, and was formally accepted by the Highway Commission on September 29, 1960.

Final payment in the amount of $1,820.32 will be released to the contractor on or after November 14, 1960. The total contract amount is $57,767.02, of which amount $536.68 represents force account items.

You have been previously notified that a claim has been filed against this contract.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
OCT 10 1960
FOR FILING
10-1065

5529

Home Office • 728 St. Helens Avenue • Box 1216 • Tacoma 1, Washington

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

September 30, 1960

State of Oregon,
State Highway Department
Salem, Oregon

Mr. Floyd Query,
Secretary, Oregon State Highway Commission

Dear Mr. Query:

Bond No. 50358
Dwain I. Angell
(Contract No. 5529)

Thank you very much for your letter of September 27 advising of the imminent release of a progress payment to this contractor.

We will endeavor to give you some indication prior to October 7 as to whether or not our principal has taken care of the previous labor claim which was filed. Meanwhile we appreciate your courtesy in bringing this matter to our attention.

Yours very truly,

UNITED PACIFIC INSURANCE COMPANY

W. T. Atkins
Claims Department

WTA:ce

NOTED
C. W. HEAD

RECEIVED
OCT 4 1960
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

RECEIVED
SEP 27 1960
FOR FILING

10-1065

5529

September 27, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Dwain R. Angell and Millard Angell on contract #5529 for slide correction on the Gardiner Mt. Section of the Oregon Coast Highway in Douglas County.

This payment, in the amount of $3,203.55, will be released to contractor on or after October 7, 1960. The retained percentage is $1,713.71.

A claim has been filed against this contract of which you were previously notified.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
SEP 26 1960
FOR FILING

H

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

Home Office • 728 St. Helens Avenue • Box 1216 • Tacoma 1, Washington

10-1065

5529

September 23, 1960

State of Oregon
State Highway Department
Salem, Oregon

Gentlemen: Dwain R. Angell - Bond No. 50358
(Contact No. 5529)

This will acknowledge receipt of your letters of September 19 and September 21 in reference to a claim in the amount of $203.40 being asserted against this contractor and bond by one E. E. Thomas. We have placed the matter in line for investigation.

Your courtesy in bringing this matter to our attention is greatly appreciated.

Yours very truly,

UNITED PACIFIC INSURANCE COMPANY

W. T. Atkins
Claims Department

WTA:sg

NOTED
C. W. HEAD

RECEIVED
SEP 26 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 21 1960
FOR FILING

10-1065

5529

September 21, 1960

United Pacific Insurance Company
Medical Arts Building
Tacoma, Wn.

Gentlemen:

We have received notification, dated September 20, from the Secretary of State informing us that the claim of Eugene E. Thomas, Gardiner, in the amount of $203.40, against Dwain R. Angell and Millard Angell, has now been filed in his office, his File No. 3721. This is in connection with State Highway Contract No. 5529 with Dwain R. Angell and Millard Angell.

A description of this claim was outlined in our letter to you of September 19.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
dc

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

September 20, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from you, and filed as of today, a notice of claim by Eugene Thomas, for labor performed or furnished by him as a truck driver for Dwain R. Angell and Millard Angell in the sum of $101.70, plus an additional like amount as liquidated damages, that is, a total of $203.40, against the bond taken from Dwain R. Angell and Millard Angell, principals and United Pacific Insurance Company, surety for the work of slide correction on the Gardiner Mountain Slide Correction. State Highway Contract No. 5529.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed photo copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo Stephens
Public Records Section

GS:FK
Enc.

RECEIVED
SEP 21 1960
OREGON
STATE HIGHWAY COMMISSION

SEP 21 1960
[illegible] PERMITS

To State Highway Commission, State of Oregon

Notice is hereby given that the undersigned claimant, Eugene Thomas, has a claim for labor performed or furnished by me as a truck driver for Dwain R. Angell and Millard Angell in the sum of $101.70, plus an additional like amount as liquidated damages, that is, a total of $203.40, against the bond taken from Dwain R. Angell and Millard Angell as principals and United Pacific Insurance Company as surety for the work of slide correction on the Gardiner Mountain Slide Correction Contract No. 5529.

Eugene E. Thomas
Eugene Thomas
Box 961
Gardiner, Oregon

File # 3721 ✓

FILED
SEP 20 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
SEP 20 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
SEP 30 1960
FOR FILING
10-1-60
5529

September 19, 1960

United Pacific Insurance Company
Medical Arts Building
Tacoma, Wn.

Gentlemen:

A letter, dated September 16, with claim attached, has been received from James A. Norman, attorney in Portland, on behalf of Eugene E. Thomas, Gardiner, advising that Dwain R. Angell and Millard Angell owe him for labor in the amount of $283.40. This appears to be in connection with State Highway Contract No. 5529 for slide correction on the Gardiner Mt. Section of the Oregon Coast Highway in Douglas County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Mansfield & Company
1979 S. W. 5th Ave.
Portland, Oregon

Dwain R. Angell and Millard Angell
6514 North Lombard
Portland 3, Oregon

NOTED ON CARD
dc

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

RECEIVED
SEP 20 1960
FOR FILING

11-1065

5529

September 19, 1960

Mr. James A. Norman
Attorney at Law
419 Hall Building
Coos Bay, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of Sept. 16 and attached claim in the amount of $203.40, on behalf of Eugene E. Thomas, Box 961, Gardiner, for labor performed for Dwain R. Angell and Millard Angell. Our records indicate this to be State Highway Contract No. 5529 for slide correction on the Gardiner Mt. Section of the Oregon Coast Highway in Douglas County.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing.

In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
dc

JAMES A. NORMAN
ATTORNEY AT LAW
419 HALL BUILDING
COOS BAY, OREGON
CONGRESS 7-2526

September 16, 1960

Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

Inclosed herewith, on behalf of Eugene E. Thomas, Box 961, Gardiner, Oregon, is a notice for claim of labor against the bond taken from Dwain R. Angell and Millard Angell, as principals, and United Pacific Insurance Company, as surety, on contract 5529.

Yours very truly,

James A. Norman

James A. Norman

JAN/mdn
Inc.

RECEIVED
SEP 19 1960
OREGON
STATE HIGHWAY COMMISSION

To State Highway Commission, State of Oregon

Notice is hereby given that the undersigned claimant, Eugene Thomas, has a claim for labor performed or furnished by me as a truck driver for Dwain R. Angell and Millard Angell in the sum of $101.70, plus an additional like amount as liquidated damages, that is, a total of $203.40, against the bond taken from Dwain R. Angell and Millard Angell as principals and United Pacific Insurance Company as surety for the work of slide correction on the Gardiner Mountain Slide Correction Contract No. 5529.

Eugene E. Thomas
Eugene Thomas
Box 961
Gardiner, Oregon

RECEIVED
SEP 20 1960
FOR FILING

10-1065

5529

September 19, 1960

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of $203.40 received from James A. Norman, attorney, on behalf of Eugene E. Thomas, Gardiner, for labor performed for Dwain R. Angell and Millard Angell. This appears to be in connection with our Contract No. 5529 for slide correction on the Gardiner Mt. Section of the Oregon Coast Highway in Douglas County.

Please acknowledge receipt of the claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD
dc

RECEIVED
SEP - 7 1960
FOR FILING

[illegible]

5529

September 6, 1960

Mr. James A. Norman, Attorney
419 Hall Building
Coos Bay, Oregon

Dear Sir:

At the request of Mr. Eugene Thomas, Gardiner, we are attaching a certified copy of contract and bond No. 5529, awarded September 24, 1959, to Dwain R. Angell & Millard Angell.

This contract covers the Gardiner Mountain Slide Correction Project on the Oregon Coast Highway in Douglas County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc Mr. Eugene Thomas
P. O. Box 961
Gardiner, Oregon

Box 961
Gardiner, Oregon
September 2, 1960

Clerk
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Pursuant to the provisions of ORS 279.512, I hereby make application to receive a certified copy of Highway Commission Contract No. 5529 awarded to Dwain R. Angell and Millard Angell on September 24, 1959 for the Gardiner Mountain Slide Correction Project, and also a certified copy of the bond furnished by them.

I inclosed herewith my affidavit as required by law.

Will you kindly mail these documents to me in care of my attorney, James A. Norman, 419 Hall Building, Coos Bay, Oregon?

Yours very truly,

Eugene Thomas

Eugene Thomas

[illegible]
please handle
79

RECEIVED
[illegible] - 1960
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

AFFIDAVIT

STATE OF OREGON)
) ss.
COUNTY OF DOUGLAS)

I, Eugene Thomas, being first duly sworn upon oath do say:

That I have a claim for labor supplied by me to Dwain R. Angell and Millard Angell as a truck driver in prosecution of the work provided for in Highway Commission Contract No. 5529 on the Gardiner Mountain Slide Correction Project on the Oregon Coast Highway in Douglas County; that said claim is in the amount of $101.70 and has not been paid; and

That I make this affidavit in support of my request that I receive a certified copy of the contract and bond in said project.

Eugene Thomas
Eugene Thomas

Subscribed and sworn to before me this 31 day of August, 1960.

Notary Public for Oregon

My commission expires:
NOTARY PUBLIC FOR OREGON
My Commission Expires Feb. 1, 1964

Form E-1—(Rev.)—

10-1065

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 26, 1960

Section Gardiner Mountain

Kind of work Slide Correction

Highway Oregon Coast County Douglas

Section prefix 10-1065

Contractor Dwain R. Angell & Millard Angell

Contract number 5529

Date of contract Sept. 24, 1959

Specified work days 60

Date work started Oct. 7, 1959

Work days used 57

Project authorization $73,775.03

Exclusive of engineering $68,528.80

Per cent of time elapsed 95 %

Estimated cost of completed project, exclusive of engineering $62,603.13

Estimated per cent ~~overrun or~~ underrun -9.4 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $5,246.23

Engineering cost to date $5,316.80, 101.3 %

Date project was completed ......, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100				

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

FINAL REPORT

Contractor completed all work Tuesday.

F. D. Morgan, Division Engineer, made inspection Wednesday.

NOTED
JOHN R. CAKES

[illegible]
AUG 29 1960
NOTED— SYB
CE ACE ACE COE

Signed B. D. Johnson B. D. Johnson

Address Box 496 North Bend, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	~~SURFACING~~ BORROW	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.1	0.1			
Miles partially completed	0.1	0.1			
Miles completed	0.1	0.1			
Total estimated quantities (contract)	55,600	35,200			
Total quantities corrected to date	38,650	35,500			
Estimated quantities moved or placed to date	38,650	35,500			
Average daily quantities	678	623			
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	2				

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ..1....., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Showers		
Wednesday	Showers		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED FOR FILING

STATE OF OREGON
BUREAU OF LABOR

N. O. NILSEN
COMMISSIONER

April 29, 1960

Mr. Robert L. McKee
Pfeiffer and McKee
7318 N. Leavitt Ave.
Portland 3, Oregon

Dear Mr. McKee:

This letter concerns the complaint of Eugene E. Thomas vs. Dwain and Millard Angell with reference to the Gardiner Mountain Slide Correction Project (Oregon State Highway Commission Contract Number 5529), performed in Douglas County, and copies of several letters related thereto are attached.

This complaint having been referred to the Commissioner of Labor, and the complaint having satisfied the description of a "dispute" under ORS 279.352, the Commissioner of Labor with this letter has performed to the maximum of his authority the duties set forth under ORS 279.352.

Mr. Robert L. McKee, attorney for Dwain and Millard Angell, contractor, was informed by the terms of a letter dated March 18, 1960, that this office had evidence indicating that the prevailing wage rate in existence at the time the work was performed by the complainant was \$3.20 per hour. By reply dated March 30, 1960, Mr. McKee on behalf of his client failed to accept \$3.20 per hour as the prevailing wage.

The contractor through his attorney has not seen fit, however, to present any evidence to this department to substantiate the claim that \$3.20 was not the pertinent prevailing wage. In view of this fact, this office has no recourse except to refer this matter back to the complaining workman with assurance that if he brings suit for the difference between his actual wages received and \$3.20 per hour, this office could be forced to the following testimony:

1. The contractor performing a public works contract under the jurisdiction of ORS 279.348 to 279.356, is responsible for the payment of the minimum wage rates set forth in the specifications and the actual wage rates prevailing for the affected job classifications in the largest locality in the county in which the work is performed. In the event that the specifications do not set the above mentioned minimum wage rates, this fact does not relieve the contractor of his obligation to pay the actual wage rates prevailing.

2. Roseburg is the largest city in Douglas County and therefore is the "locality" upon which the prevailing wage deter-

COPY

mination is based for this contract.

3. Investigation by this office disclosed that a majority of the heavy construction work in Roseburg during the latter part of the year 1959 was performed by workmen paid according to the terms set forth in the bargaining agreement between the Portland Chapter, Heavy and Highway Associated General Contractors of America, Incorporated, and the Joint Council of Teamsters Number 37 (as well as with other affected unions including Hoisting and Portable Engineers Union and the Laborers Union).

4. The rate for operator of a dump truck of 10 yard capacity according to the applicable bargaining agreement was $3.20 per hour.

5. An on-the-spot investigation has confirmed that the rate of $3.20 per hour was the prevailing rate for the operator of a dump truck of 10 yard capacity.

6. ORS 279.352(2) says, in part, "....the dispute shall be referred to the Commissioner of the Bureau of Labor, who shall then determine the prevailing rate of wage for the same trade or occupation in the locality." By the terms of this statute, the determination in this instance is that $3.20 was the prevailing wage rate.

7. The wages remaining due to the complainant are subject to collection under ORS 279.356 (1), which places the responsibility for initiating collection action upon the workman.

Sincerely,

Norman O. Nilsen
tc
Norman O. Nilsen
Commissioner of Labor

NON:TC:ms

cc: ✓W. C. Williams, State Highway Engineer
Dwain and Millard Angell
Eugene E. Thomas

Encls.

COPY

EUGENE L. PFEIFFER

ROBERT L. McKEE

PFEIFFER AND McKEE
ATTORNEYS AT LAW
AVENUE 6-1621
7318 N. LEAVITT AVENUE
PORTLAND 3, OREGON

February 17, 1960

Mr. Tom Current
Assistant Commissioner of Labor
1216 S.W. Hall Street
Portland, Oregon

Re: Mr. Dwain R. Angell and Millard Angell

Dear Sir:

In answer to your letter of February 11, 1960, I wish to advise you that I represent Mr. Dwaine R. Angell and Millard Angell regarding your letter to them of February 11, 1960.

On July 21, 1959, The Oregon State Highway issued a publication by and through their chairman M.K. McIver, wherein they requested bids be submitted on the Gardner Mountain Slide correction section of the Oregon State Highway, and pursuant to a submission of a bid by my clients they were issued contract no. 5529. That the publication sent out by the State Highway Commission on July 21, 1959, included the following regarding minimum hourly wage rates:

> "The minimum hourly wage rates to be paid to labor employed on the above advertised federal and interstate projects have been predetermined by the Secretary of Labor and are set forth in the special provisions applicable those respective projects. The minimum hourly wage paid to labor employed on Federal Aid Primary and Federal Aid Urban projects shall be as follows: skilled labor, $2.85 per hour; intermediate labor, $2.60 per hour; unskilled labor, $2.50 per hour."

That from November 16, 1959, to February 1, 1960, Mr. Eugene E. Thomas was employed by my clients as an intermediate laborer and he was performing services as a common laborer and as a truck driver during this period of time and they were paying him 15¢ per hour over and above the wage rates which were determined by the State Highway Commission, namely the sum of $2.60 per hour. Based on these facts I am answering your questions in your letter of February 11th as follows:

Question No. 1-- Job Classification and wage rate paid to Mr. Thomas:

Answer: Intermediate labor, wage $2.75 per hour.

Question No. 2-- Your basis for certifying that the wage rate above complies with the requirement of payment of prevailing wages.

Answer: The employee was being paid 15¢ overand above the wage requirement set forth in the bid notice by the State Highway Commission.

Question No.3. Such other facts or premises upon which your total wage structure was based in the performance of this contract.

Answer: Since these employees performed in both capacities as common laborers and as truck drivers, and had been with the company for some period of time, that in order to keep the crew together and to hold experienced workmen on the job, they were paid higher than the minimum wage set forth in the job bid.

It is my opinion that these employers have fully complied with the Chapter 627 of the Oregon Laws of 1959 with regard to wage rates on Public Works.

If you have any further questions concerning this matter please communicate with this office.

Respectfully yours,

Robert L McKee

Robert L. McKee

RLM/by

EUGENE L. PFEIFFER

ROBERT L. McKEE

PFEIFFER AND McKEE
ATTORNEYS AT LAW
AVENUE 6-1621
7318 N. LEAVITT AVENUE
PORTLAND 3, OREGON

March 5, 1960

Mr. Tom Current
Assistant Commissioner of Labor
1216 S. W. Hall Street
Portland, Oregon

Re: Dwain and Millard Angell

Dear Mr. Current:

In answer to your letter of March 2, 1960, I wish to advise you that I have discussed this matter with the Angell brothers and I am enclosing a copy of the letter from the State Highway Commission which the bid on the job was figured and submitted.

Union scale may be $3.20 per hour in the Portland area, however in the area in which this job was contracted logging truck drivers driving trucks approximately twice the size of the one that the employee operated only are paid the sum of $2.27 an hour.

Further along these lines I wish to advise you that the Angells do not have a union contract and are not doing business as a union job.

Respectfully yours,

PFEIFFER & McKEE

Robert L McKee
Robert L. McKee

RLM:dt

Enclosure

EUGENE L. PFEIFFER

ROBERT L. McKEE

PFEIFFER AND McKEE
ATTORNEYS AT LAW
AVENUE 6-1621
7318 N. LEAVITT AVENUE
PORTLAND 3, OREGON

March 30, 1960

Mr. Tom Current
Assistant Labor Commissioner
Office of the Commissioner of Labor
1216 S.W. Hall Street
Portland, Oregon

Re: Thomas vs. Dwain and Millard Angell

Dear Sir:

In answer to your letter of March 18, 1960, I wish to advise you that I discussed the contents of your letter with the Angell brothers and they advised me that with regard to sub-paragraph 4 of your letter, that they had two separate contracts for road construction and one of the contracts was with the Federal Government with a minimum wage rate of $3.20 per hour. And on that particular job did pay the required amounts. However, I have been unable to determine at this time whether or not Mr. Eugene Thomas was working on that particular project or not.

In answer to sub-paragraph 7 of your letter I wish to further advise you that the Angell brothers do not have a contract with the teamsters union or any other union, and the wage scale which they were paying was in excess of the average wage rate for similar type operation in the area and they were complying with that section of the code under ORS 279.350.

Respectfully yours,

Robert L. McKee

RLM/bv

A

RECEIVED
MAR 22 1960
N. O. NILSEN
COMMISSIONER
FOR FILING

10-1065

5529

STATE OF OREGON
BUREAU OF LABOR

REFERRED TO Cooper
By State Highway Engineer

NOTED
W. C. WILLIAMS

March 18, 1960

Mr. Robert L. McKee, Atty.
Pfeiffer and McKee
7318 N. Leavitt Ave.
Portland 3, Oregon

Dear Mr. McKee:

Investigation by this office of the complaint of Eugene E. Thomas vs. Dwain and Millard Angell with reference to the Gardiner Mountain Slide Correction Project (Oregon State Highway Commission contract No. 5529) has disclosed the following facts:

1. Invitation for bids were circulated and published on August 27, 1959. This date was after the effective date of ORS 279.348 to 279.356 but before the Highway Commission established procedures for including precise prevailing wage data in its specifications.

2. Section 171 of the specifications for Contract No. 5529, however, made compliance with state laws a condition of the contract.

3. On October 8, 1959, Highway Department Resident Engineers were instructed to call Chapter 627 to the attention of contractors. This instruction was followed in the case of Dwain and Millard Angell is evidenced by the submission of a Public Works Contractor Wage Certification Form subscribed and sworn on November 12, 1959.

4. The above Public Works Contractors Wage Certification Form, dated November 12, 1959, certifies that the contractor had paid its dump truck operator(s) at the rate of $3.20 per hour. Subsequent certifications do not show the dump truck job classification.

Eric Porter

5. The complainant, Eugene E. Thomas, states that he began work on November 16, 1959, driving a 10 yd. capacity dump truck and that he was paid $2.75 per hour. This assertion has not been denied by the contractor.

NOTED
COOPER

COPY

6. The attorney for the contractor has asserted that (a) federal money was involved thereby removing the contract from state jurisdiction and that (b) the Notice to Contractors dated September 10, 1959, set minimum hourly wages on federal aid projects at $2.85 for skilled labor, $2.60 per hour for intermediate labor and $2.50 per hour for unskilled labor. The Notice to Contractors above noted (dated September 10, 1959), however, lists the Gardiner Mountain Slide Project as "State Project". The State Highway Commission confirms by letter addressed to the Assistant Labor Commissioner, dated February 25, 1960, that the project was a state and not a federal project.

7. Evidence of the actual prevailing wage during the period of employment of the complainant is as follows:
   (a) The union contract lists a 10 yard capacity dump truck operator at $3.20 per hour.
   (b) The attorney for the contractor cites logging truck operator, in the area at $2.27 per hour. This is not a job classification in the heavy construction industry, however.

The evidence indicates that the prevailing rate for dump truck operator (10 yd. capacity) was $3.20 per hour, that the contractor paid that rate prior to November 12, 1959, that the contractor failed to pay that rate subsequent to November 12, 1959, and that the complainant was entitled to $3.20 per hour for his work in that job classification.

ORS 279.352 requires an agency such as the State Highway Commission to list minimum rates in job specifications. Regardless of whether the minimum rates are so listed, however, ORS 279.350 imposes a direct liability on the contractor to pay the actual prevailing wage.

This case has had sufficient study and has been under consideration for a number of weeks. This office therefore must take the position that the claim of Mr. Thomas must be satisfied within 10 days.

Sincerely,

Tom Current

Tom Current
Assistant Labor Commissioner

RECEIVED

TC:ms
cc: Mr. Eugene E. Thomas, Complainant
Mr. Dwain Angell, Contractor
Mr. Millard Angell, Contractor
Mr. W. L. Williams, State Highway Engineer

COPY

A

RECEIVED
FEB 26 1960
FOR FILING

10-1065

5529

February 25, 1960

1845

Mr. Tom Current
Assistant Commissioner of Labor
State Bureau of Labor
1216 S. W. Hall Street
Portland, Oregon

Dear Mr. Current:

Reference is made to your letter of February 19, 1960, concerning the Gardiner Mountain Slide Correction Project, on the Oregon Coast Highway in Douglas County. This is Highway Commission Contract No. 5529, and was awarded to Dwain R. and Millard Angell on September 24, 1959.

Invitations for bids for this job were circulated and published on August 27, 1959; bids were opened and read on September 10, 1959; and award to the low bidder was made by the Highway Commission on September 24, 1959. The notice to bidders contained 12 jobs, of which four were Federal-aid projects. The language referred to by Mr. McKee concerning Federal wage regulations does not pertain to the subject contract, which is a State project. This was the first contract awarded by the Highway Commission after Chapter 627, Oregon Laws 1959 became effective. The specifications for this work were prepared prior to the time Chapter 627 became effective, and neither this Department nor your Bureau had set up machinery for implementing the statute.

In connection with compliance with state law, I quote from Section 1.7.1 of the specifications for Contract No. 5529:

"The contractor at all times shall observe and comply with all federal and state laws and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the State of Oregon, the Highway Commission, the members thereof, its officers, employees and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or decrees, whether such violations be by the contractor, his subcontractors or his employees."

On October 8, the Department's Resident Engineers were instructed to call the contractors' attention to Chapter 627 and to furnish to them wage certification forms to accompany their monthly estimates.

Enclosed herewith are copies of the wage rate certifications that have been submitted by Angell Bros. to date.

Very truly yours,

W. C. Williams
State Highway Engineer

RLP:bb me
Encl.

cc Mr. Forrest Cooper
Mr. R. L. Porter

NORMAN O. NILSEN
COMMISSIONER OF LABOR

STATE OF OREGON
BUREAU OF LABOR

OFFICE OF THE COMMISSIONER OF LABOR
1216 S. W. HALL ST., PORTLAND

REFERRED TO
Porter
By State Highway Engineer
Prepare reply

February 19, 1960

Mr. W. C. Williams,
State Highway Engineer,
State Highway Building,
Salem, Oregon

Dear Mr. Williams:

Several complaints have been received by this office in connection with whether appropriate prevailing wages have been paid under State Highway Contract No. 5529, Gardiner Mountain Slide Correction Project, Oregon Coast Highway, Douglas County.

In preliminary conversations this office spoke to Mr. R. L. Porter of your office. A letter of inquiry was then directed to the contractor, Dwain R. and Millard Angell, 6514 N. Lombard Street, Portland, Oregon. The initial complaint involved a Mr. Eugene E. Thomas, P. O. Box 961, Gardiner, Oregon, who contended that he was employed from November 16, 1959, to February 1, 1960, as the operator of a 10 yard capacity dump truck at the rate of $2.75 per hour. The Joint Council of Teamsters, No. 37, 1020 NE Third Avenue, Portland 12, Oregon, contends that the prevailing wage under state law was $3.20 per hour.

The answer from the contractor, a photocopy of which is enclosed, contends through its legal representative, Pfeiffer and McKee, that the minimum wage required under federal law was paid.

The first question that we must resolve is whether a federal requirement is involved and the pertinent details in connection with such requirement. A second problem may involve the date upon which the contract was let for bid. Thirdly, if it develops that the state prevailing wage law is applicable (Chapter 627, Oregon Laws 1959), what wages were certified by the contractor as having been paid and what wages were determined by the State Highway Department as the prevailing wages in the largest city in the county (Roseburg) at the time the contract was let for bid.

Your assistance in providing this office with pertinent information on these questions will be greatly appreciated.

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

Sincerely

Tom Current

Tom Current
Asst Commissioner of Labor

TC:c

A

RECEIVED
JAN - 6 1960
FOR FILING
[illegible]
5529

January 5, 1960

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Attention: S. W. Tanner
Bond Department

Gentlemen:

As requested in your letter of December 31, we are furnishing you with the following information pertaining to State Highway Contract No. 5529, Gardiner Mountain Slide Correction Project on the Oregon Coast Highway in Douglas County:

Estimate #1 (11-10-59)	Amount earned	$9,284.91
	Retained %	928.49
	Paid	$8,356.42
Estimate #2 (12-10-59)	Amount earned	$6,556.94
	Retained %	655.70
	Paid	$5,901.24

Paid to date - $14,257.66
Retainage to date - $1,584.19

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

5529
Douglas Co

UNITED PACIFIC
Insurance Company
HOME OFFICE - TACOMA
PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

December 31, 1959

State Highway Commission
Salem, Oregon

Re: Millard and Dwain Angell - Portland, Oregon

Gentlemen:

The above contractor has submitted to this Company for surety purposes his November 30, 1959 financial statement, wherein certain monies are shown as due from the State of Oregon on Contract No. 5529 - Gardiner Mountain Slide Correction Project - Oregon Coast Highway, Douglas County. At your convenience will you please advise us the amount of the Current Estimate which had been earned as of November 10 and the amount of Retainage which had been withheld as of that date. We would also appreciate knowing the amount of the next estimate, that is, as of December 10.

Any assistance you can give us will be appreciated.

Very truly yours
S. W. Tanner
tr
tment

CONTRACT NO. 5529

#1 Est. 11-10-59	earned estimate	$9,284.91
	Retained % (10%)	928.49
	Paid	8,356.42
#2 Est. 12-10-59	Estimate	$6,556.94
	Retained % (10%)	655.70
	Paid	5,901.24

Withheld $1,584.19
10%
Pd. to date $14,257.66
12-10-59

[illegible] from 1-4! also [illegible]

RECEIVED
JAN 4 1960
STATE [illegible]

NOTED
C. W. HEAD

5529
Douglas Co

UNITED PACIFIC
Insurance Company
HOME OFFICE - TACOMA

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

December 31, 1959

State Highway Commission
Salem, Oregon

Re: Millard and Dwain Angell - Portland, Oregon

Gentlemen:

The above contractor has submitted to this Company for surety purposes his November 30, 1959 financial statement, wherein certain monies are shown as due from the State of Oregon on Contract No. 5529 - Gardiner Mountain Slide Correction Project - Oregon Coast Highway, Douglas County. At your convenience will you please advise us the amount of the Current Estimate which had been earned as of November 10 and the amount of Retainage which had been withheld as of that date. We would also appreciate knowing the amount of the next estimate, that is, as of December 10.

Any assistance you can give us will be appreciated.

Very truly yours

S W Tanner
S. W. Tanner
Bond Department

SWT:jm

Paid 5,901.24

withheld $1,584.19
10%
Est. to date $14,257.66
12-10-59

[illegible]ta from Doug[illegible]
1-4-60
Also Jerry Apple

RECEIVED
JAN 4 1960
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

IFT • FIRE • INLAND MARINE
LIABILITY AND PROPERTY DAMAGE • PLATE GLASS • GROUP ACCIDENT AND HEALTH

RECEIVED
OCT 30 1959
FOR FILING
10-1065
5529

FORM E-129

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

A

October 29, 1959

Mr. Dwain R. Angell, and
Mr. Millard Angell
6514 North Lombard
Portland 3, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5529, awarded September 24, 1959, for slide correction on the Gardiner Mt. Section of the Oregon Coast Highway in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do
Encl.

RECEIVED
OCT 29 1959
FOR FILING

10-1065

5589

A

October 28, 1959

Oregon State Highway Commission

Gentlemen:

At 10:00 A.M. on October 28, 1959, approval was granted for the installation of 35-mile-per-hour construction speed signs on the Gardner Mountain Slide Correction Section of the Oregon Coast Highway. The section involved is between M.P. 205.16 and M.P. 208.06. Traffic conditions on this section during construction operations are such that the lower speed is deemed advisable.

Your approval is requested for the above-mentioned construction speed zone. This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. G. S. Paxson
Mr. F. B. Crandall

VPJ:pk ae

A

RECEIVED
SEP 28 1959
FOR FILING

[illegible]

5529

September 24, 1959

Mr. Dwain R. Angell and
Mr. Millard Angell
6514 North Lombard
Portland 3, Oregon

Gentlemen:

The State Highway Commission on September 24, 1959 awarded to you State Highway Contract No. 5529 for the Gardiner Mountain Slide Correction Project on the Oregon Coast Highway in Douglas County.

This award was based on your bid of $64,677.80 which was the low bid submitted to the Commission on September 10, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

RECEIVED
AUG 31 1959
FOR FILING

FORM E-133-X

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

10-1065

5529

August 28, 1959

Mr. C. G. Polk, Division Engineer
U. S. Bureau of Public Roads
406 State Highway Building
Salem, Oregon

Re: Right of Way Status
Proposed Bid Opening
September 10, 1959

Dear Mr. Polk:

The following report of current status of right of way acquisition refers to our proposed September 10 bid opening, as set forth on our Notice to Contractors which was circulated on August 27.

All necessary rights of way have been obtained for the projects listed with the following exception:

No. 1 - Gardiner Mountain Slide Correction Project. Two parcels remain outstanding. These acquisitions are under active negotiation, and we expect to have them cleared no later than September 30, 1959.

Very truly yours,

WALTER T. WRIGHT
Right of Way Engineer

WTW:sg

cc Mr. Forrest Cooper ✓
Mr. L. I. Lindas
Mr. R. L. Porter

NOTED
[illegible] COOPER

RECEIVED
[illegible]
ENGINEER

RECEIVED
JUL 24 1959
FOR FILING
10-1065
5529

July 16, 1959

Oregon State Highway Commission

Gentlemen:

Last winter, a rather serious slide occurred on US101 a little northerly of Gardiner. A detour was constructed at that time pending a study and survey of corrective measures.

We now have a plan worked out for a slight revision in the alignment to correct the slide. The cost of the work is estimated at $110,000. The Bureau of Public Roads has refused federal help on this job on the basis that it is a maintenance operation.

In conformance with your telephonic approval, I ask that you confirm allocation of state funds in the amount of $110,000 to this project and approve the award of the contract.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

FC:fn:ae
cc Mason

320-1711 Florence (Rhododendron Dr.) 1959
Stone Base & Oiling Proj.
#5530

Sp. Stdix Fund apr '18

RECEIVED
OCT 11 1961
FOR FILING

330-1711

5530

October 11, 1961

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

State Highway contract #5530 for stone base-oiling Rhododendron Drive in Florence, Lane County, was completed by the contractor, Berry Creek Const. Co., on September 11, 1961, but has not as yet been accepted by the Commission.

Final payment in the amount of $433.00 will be released to the contractor after acceptance by the Commission. The total contract amount is $16,874.26, of which amount $368.85 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Berry Creek Const. Co.,
P. O. Box 395
Florence
Oregon

RECEIVED
OCT 3 1961
FOR FILING

5530

October 2, 1961

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Berry Creek Const. Co., on contract #5530 for stone base-oiling Rhododendron Drive in Florence, Lane County.

This payment, in the amount of $1,176.05, will be released to contractor on or after October 9, 1961. The retained percentage is $500.00.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Berry Creek Const. Co.,
P. O. Box 395
Florence
Oregon

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 15, 1961

Section Florence (Rhododendron Drive)

Kind of work Stone Base, Oiling

Highway City Street County Lane

Section prefix 320-1711

Contractor Berry Creek Construction Co.

Contract number 5530

Date of contract September 24, 1959

Specified work days 90

Date work started September 20, 1960

Work days used 78

Project authorization . . . . . $ 18,330.73

Exclusive of engineering . . . . $ 17,027.21

Per cent of time elapsed 86.7 %

Estimated cost of completed project, exclusive of engineering . . . . $ 16,941.26

Estimated per cent overrun or underrun . . . . + $ 4.47 %

Per cent of contract completed, based on estimated cost . . . . 100 %

Engineering authorization . . . . $ 1,303.35

Engineering cost to date $ 1,393.94, 107 %

Date project was completed September 11, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
				100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

This contract was completed Monday and accepted by L. R. Chandler on Wednesday. Am working on the semi-final and should have it completed next week.

NOTED

CONSTRUCTION DIVISION
RECEIVED
SEP 18 1961

NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE CCE

Signed Harry W. Oswald

Address Harry W. Oswald P.O.Box 496 North Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.32		0.32	
Miles partially completed					
Miles completed		0.32		0.32	
Total estimated quantities (contract)		2340		agg 510.5 oil 504.208	
Total quantities corrected to date		2477		see below	
Estimated quantities moved or placed to date		2477		agg 507.5 oil 50.208	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		Project Finished
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

NOTED
H. S. COX

NOTED
C. G. SWENSON

July 15, 1960

NOTED
Harold C. Ayers

Mr. Darrell Swatzel
City Administrator
P. O. Box 338
Florence, Oregon

Dear Mr. Swatzel:

Thank you for your letter of July 13 regarding the City's construction on Rhododendron Drive. I wish to call to your attention the plans for this project which call for the City to place 12" of selected clean sand as sub-base prior to the State's contract on base and oiling.

We plan on being in your area in the near future and will see you then regarding coordination of the work.

Very truly yours,

C. G. Swenson
County and City Relations Engineer

By

H. C. Ayers
Field Engineer

HCA:mm

City of Florence

E. A. DAVIDSON, Mayor
Councilmen:
E. S. JOHNSTON
T. M. HUNT
ZANE ZIEMER
EVAN CAMPBELL

Darrell Swatzel
CITY ADMINISTRATOR

P. O. Box 338 ☆ Phone 376
FLORENCE, OREGON

July 13, 1960

NOTED
C. G. SWENSON

Mr. H. C. Ayers, Engineer
County and City Relations
State Highway Department
Salem, Oregon

Re: Rhododendron Drive
Improvement Project

Dear Mr. Ayers:

Excavation for the construction of concrete curbs, gutters, and sidewalk on Rhododendron Drive began July 11, 1960. As soon as the curbs, gutters and drainage work is completed we will excavate the roadbed to sub-grade.

We want the base rock to follow the excavation of the roadbed as close as possible. I believe the two contractors can work this out satisfactorily.

Very truly yours,

Darrell Swatzel

Darrell Swatzel
City Administrator

DS/oc

RECEIVED
[illegible]
ENGINEER
[illegible] & CITY RELA[illegible]

A

FORM 2-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

RECEIVED
NOV - 1 1959
FOR FILING

321-1711

5530

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 4, 1959

Berry Creek Construction Co.,
P. O. Box 395
Florence
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

Contract #5530, awarded September 24, 1959, for stone base-oiling the Rhododendron Drive in Florence, Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

A

RECEIVED
SEP 28 1959
FOR FILING

[illegible] 1711

5530

September 24, 1959

Berry Creek Construction Company
P. O. Box 395
Florence, Oregon

Gentlemen:

The State Highway Commission on September 24, 1959 awarded to you State Highway Contract No. 5530 for the Florence (Rhododendron Drive) stone base and oiling project in Lane County.

This award was based on your bid of $16,293.98 which was the low bid submitted to the Commission on September 10, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

City of Florence

E. A. DAVIDSON, MAYOR
COUNCILMEN:
☆ E. S. JOHNSTON
☆ T. M HUNT
☆ ZANE ZIEMER
☆ EVAN CAMPBELL

DARRELL SWATZEL
CITY ADMINISTRATOR

☆

P. O. Box 338 ☆ Phone 376
Florence, Oregon

NOTED
Harold C. Ayers

September 17, 1959

John F. Hagemann

C. G. Swenson
Engineer, County and City Relations
State Highway Department
Salem, Oregon

Dear Mr. Swenson:

Thank you for your letter of September 11, 1959, which stated the bid submitted by Berry Creek Construction Company for the reconstruction project on Rhododendron Drive.

Your proposal to recommend to the State Highway Commission that the bid be awarded to Berry Creek Construction Co. meets with the approval of the City of Florence.

Yours very truly,

Darrell Swatzel

Darrell Swatzel
City Administrator

DS:ba

Contract sent
Sept 29-59

RECEIVED
SEP 21 1959

RECEIVED
SEP 21 1959
STATE HIGHWAY [illegible]

NOTED
C. G. SWENSON

NOTED
V. R. JONES

September 11, 1959

NOTED
Harold C. Ayers

Mr. Darrell Swatzell
City Administrator
Florence, Oregon

NOTED
John F. Hagemann

Dear Mr. Swatzell:

On September 10, 1959, the State Highway Commission received a bid submitted by Berry Creek Construction Company of Florence for the reconstruction project on Rhododendron Drive.

The bid as submitted is as follows:

Contract amount	$16,293.98
12-1/2% Engineering & contingencies	2,036.75
Survey	348.68
Total Cost	$18,679.41

We will recommend that this project be awarded by the State Highway Commission at their September 24, 1959, meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm

RECEIVED
SEP - 3 1959
FOR FILING
320-1711

. 5530

f

September 3, 1959

Mr. Robert R. Graden, City Recorder
City Hall
Florence, Oregon

Dear Sir:

We are enclosing for the records and files of the City of Florence a fully executed copy of an agreement between the State Highway Commission and the City of Florence covering the Special City Allotment project on Rhododendron Drive in Florence.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

RECEIVED
SEP - 3 1959
FOR FILING

Salem, Oregon
September 3, 1959 Sp. State City St Fund #18

$250,000 Fund Agreement
City of Florence

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. John D. Graham
Office Engineer

Attached is a conformed copy of an agreement with the City of Florence covering the Special City Allotment project on Rhododendron Drive in Florence.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Florence, Oregon.

Secretary

rm
Attach: 1

FORM E-90 50M 11-58 15960

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

August 26, 1959
Salem, Oregon

SUBJECT: $250,000 Fund Agreement
City of Florence

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Rhododendron Drive in Florence. Two copies of the agreement have been signed by the city and are now ready for signature by the Highway Commission. Both copies require your signatrue of approval.

The project was approved October 23, 1958.

C. G. Swenson
Engineer, County & City Relations

By

John D. Graham
Office Engineer

JDG:cg

Att.

RECOMMENDED FOR APPROVAL

Assistant State Highway Engineer

AUTHORIZED BY HIGHWAY COMMISSION
DATE 10-23-58 Min. Page 31
Floyd Query
Secretary

8-24-59

Florence Proj.
250,000

ORDINANCE NO. 334

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF FLORENCE, OREGON, AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF RHODODENDRON DRIVE FROM HIGHWAY 101 TO HEMLOCK STREET, A DISTANCE OF APPROXIMATELY 0.33 MILES AND DECLARING AN EMERGENCY.

Whereas the City of Florence, Oregon, has heretofore made an application to the State Highway Commission for assistance in repair or reconstructing under the provision of ORS 366.800 and 366.805, and,

Whereas the State Highway Commission has accepted such application for the improvement of Rhododendron Drive from Highway 101 to Hemlock St., a distance of approximately 0.33 mile, and,

Whereas in the form of an agreement prepared by the State Highway Commission, a copy of which is marked "Exhibit A"attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to #20,000 and the City of Florence to pay all cost in excess of $20,000, the City of Florence does ordain as follows:

Section 1. That that certain form of agreement hereinabove referred to be entered into by the City of Florence, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Rhododendron Drive and is hereby approved and accepted as submitted.

Section 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

Section 3. Whereas it is necessary that said improvement be made in the spring and summer of 1959 when the weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Florence, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor as authorized by the Charter dated December 31, 1948

AYES 3

NAYES 0

Submitted to and approved by the Mayor the 24th day August , 1959.

By
Mayor

RECEIVED

ATTEST:

Robert K. Graden
City Recorder

8-24-59

Florence Proj. 1959
250,000

ORDINANCE NO. 334

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF FLORENCE, OREGON, AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF RHODODENDRON DRIVE FROM HIGHWAY 101 TO HEMLOCK STREET, A DISTANCE OF APPROXIMATELY 0.33 MILES AND DECLARING AN EMERGENCY.

Whereas the City of Florence, Oregon, has heretofore made an application to the State Highway Commission for assistance in repair or reconstructing under the provision of ORS 366.800 and 366.805, and,

Whereas the State Highway Commission has accepted such application for the improvement of Rhododendron Drive from Highway 101 to Hemlock St., a distance of approximately 0.33 mile, and,

Whereas in the form of an agreement prepared by the State Highway Commission, a copy of which is marked "Exhibit A"attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to #20,000 and the City of Florence to pay all cost in excess of $20,000, the City of Florence does ordain as follows:

Section 1. That that certain form of agreement hereinabove referred to be entered into by the City of Florence, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Rhododendron Drive and is hereby approved and accepted as submitted.

Section 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

Section 3. Whereas it is necessary that said improvement be made in the spring and summer of 1959 when the weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Florence, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor as authorized by the Charter dated December 31, 1948

AYES 3

NAYES 0

Submitted to and approved by the Mayor the 24th day August , 1959.

By
Mayor

RECEIVED

ATTEST:

Robert K. Graden

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AUG 12 1959
FOR FILING

320-1711

5530

City of Florence

☆ E. A. DAVIDSON, MAYOR
COUNCILMEN:
☆ E. S. JOHNSTON
☆ T. M HUNT
ZANE ZIEMER
☆ EVAN CAMPBELL

DARRELL SWATZEL
CITY ADMINISTRATOR

☆

P. O. Box 338 ☆ Phone 376
Florence, Oregon

August 11, 1959

REFERRED TO
Cooper
by State Highway Engineer

W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

Thank you very much for your letter of August 5, 1959. When the State Highway Commission again starts opening bids, the City of Florence desires the Rhododendron Drive project to be included.

We will not award bids until the state awards the bid on their part of the project.

We certainly appreciate your cooperation in this matter.

Yours very truly,

Darrell Swatzel

Darrell Swatzel
City Administrator

Ds:ba

cc Swengel

NOTED
FORREST COOPER

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1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 6 - 1959
FOR FILING

R

August 5, 1959

Mr. Darrell Swatzell
City Administrator
City Hall
Florence, Oregon

Dear Mr. Swatzell:

We wish to advise you that the State Highway Commission has deferred all bid openings indefinitely and therefore we will be unable to open bids on the project on Rhododendron Drive at this time.

We have the plans and specifications prepared and when the Highway Commission again starts opening bids, bids on the Rhododendron Drive project will be opened whenever the City desires.

Very truly yours,

W. C. Williams
State Highway Engineer

HCA:mm

cc: C. G. Swenson

[illegible]

FORM E-30 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 5, 1959

SUBJECT: Opening of Bids:
Rhododendron Drive,
City of Florence

To: Mr. W. C. Williams
OFFICE

NOTED
State Highway Engineer

Attached is a suggested letter to the city superintendent of Florence regarding the above subject. This is in conformance with a telephone conversation between Mr. Swatzell and Harold Ayers on August 3.

C. G. S

C. G. Swenson
Engineer, County and City Relations

CGS:mm
Att.

RECEIVED
AUG 5 - 1959
OFFICE OF
STATE HIGHWAY ENGINEER

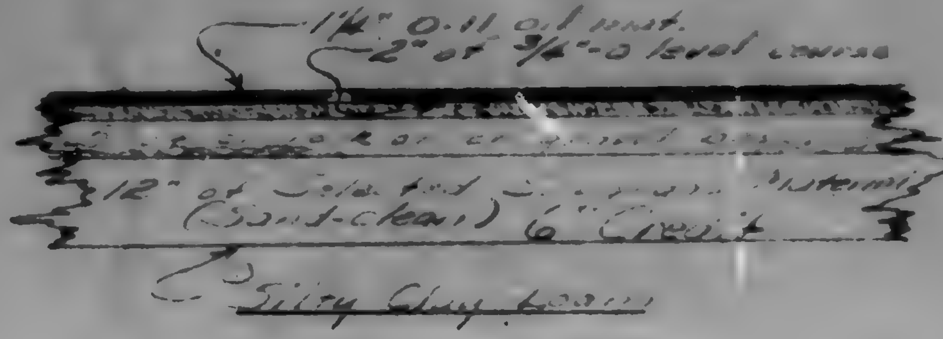
OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION

Alternate PROJECT BASE DESIGN Alternate

ection Rhododendron Drive Highway City of Florence County Lane Prefix 320-1404

s. Engr. M. H. Stump Length of Project 0.33 Miles. Sta. E. 3+04 to Sta. W. 20+35 Date 6-23-59

TYPICAL SECTIONS Traffic class. - Medium



Typical Soil

39 LL
13 PI
32 [illegible]
41 [illegible]
39 [illegible]
16 [illegible]

6-25-59

Required Base & Wear		Designed Base & Wear	
Crushed	Not Crushed	Exist. Surf. Allow.	New Work
			1¼"
			2"
12"	[illegible]	[illegible]	0
14			14¼

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JUL 8 1959
ENGINEER
COUNTY & [illegible] ONS

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the engineer.											

Submitted by G. L. Becker
Soils Engineer
[redacted]

Recommended by L. R. Young
Construction Engineer

Recommended by [illegible]
Engineer of Materials

Approved by [illegible]
Deputy State Highway Engineer

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Florence
6-10-59
Preliminary Estimate

Rhododendron Drive - from the Oregon Coast Highway to the east line of Hemlock Street, a distance of approximately 0.33 mile.

Grade, place concrete curbs. Type "A" - drainage sumps - ~~9~~ 5" base course, 2" leveling and 0-11 oil mat paving 42' street section (39.5') oil.

Excavation General	3,400	c.y.	$ 1.00	$ 3,400.00	City
Excavation Drainage	125	c.y.	6.00	750.00	
Concrete Sumps	6	each	350.00	2,100.00	
12" Sewer Pipe	380	l.f.	3.25	1,235.00	
Concrete Curbs	168	c.y.	70.00	11,760.00	
Coarse Crushed Material in Base	1560 ~~2,975~~	c.y.	4.25	12,643.75	6620.00
3/4"-0 in Base	660	c.y.	5.00	3,300.00	3300.00
Sprinkling	90	M/G	5.00	450.00	450.00
Preparation of Base	0.33	Mile	500.00	165.00	165.00
Furnish and Place Aggregate	580	c.y.	6.00	3,480.00	3480.00
120-150 Asphalt	70	tons	80.00	5,600.00	5600.00
				44,883.75	19,615.00
				5,610.47	2451.88
				1,350.00	900.00
				$51,844.22	22,966.88

HCA:cg
6/10/59

RECEIVED
MAY 20 1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 19, 1959

SUBJECT: Cost Estimate
City of Florence

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Please find attached cost estimate of curbs and drainage on US 101 in the city of Florence.

The section covered is from the end of the four-lane section northerly to 13th Street.

Tom Edwards
Tom Edwards
Construction Engineer

TE:jw

Attach.

NOTED
FORREST COOPER

RECEIVED
MAY 19 1959
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-61—25M—1-59

O GON STATE HIGHWAY DEPARTM T
Materials Division

LABORATORY REPORT

Project: Florence City Street
Highway:
Contractor:
Contract No.:
Submitted by: H. Ayres

Prefix No.: —
County:
F. A. Project No.:
Date reported: May 14, 59

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material: Berry Creek near Florence, Peterson Property
Sampled at: —
To be used: Base & Oil Rock
Sampled by: —
Date received: May 12, 59
Quantity represented: —

TEST RESULTS

Laboratory No.: 482031
Data Sheet No.: None
Type of material: Cr.Rock
Screen opening: Square

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
1½	0	0	
1	0.8	0.8	
¾	1.7	2.5	
½	8.2	10.7	
3/8	14.1	24.8	
¼	19.4	44.2	
10	34.1	78.3	
40	14.1	92.4	
80	4.7	97.1	
200	1.9	99.0	
Pass	1.0	1.0	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler	19.0	
Specific gravity (Le Chatelier)	2.67	
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines	Fair	
Plasticity index: Natural fines	0	%
Manufactured fines		%
Degraded material		%
Liquid limit: Natural fines	36	%
Manufactured fines		%
Degraded material		%
Fracture		%
Sand equivalent		

Date sampled

RECOMMENDATIONS

Material as represented by this sample Is not suitable for use.

Excess L.L. Grading not considered.

TEST REPORT DISTRIBUTION:
Bureau of Public Roads
Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
Division Engineer Morgan
Resident Engineer
Dist. Maint. Sup't
Foreman
Geology and Soils
Files
✓ H. C. Ayres
× Olsen

State Printing 17089

RECEIVED
MAY 14 1959
COUNTY

G W Harra
Engineer of Materials

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JUN - 0 1959
FOR FILING

Salem, Oregon
May 8, 1959

Cost [redacted]
City of Florence

Mr. Tom Edwards
Construction Engineer
OFFICE

Please give me a cost estimate with curbs and drainage separate from the four-lane section northerly to about 13th or 14th Street in Florence.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

NOTED
F[illegible]EST COOPER

FORM E-30 80M 6-58 19046

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 27, 1959

SUBJECT: Widening of US 101
City of Florence

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

Relative to your letter of February 17, on the above subject, I am attaching a white print showing this section of highway and cost estimates thereof.

The estimates have been broken down into two sections:

1. Clearing, Grading, Paving, and Right of Way — Total Estimated Cost $177,000
2. Curbs and Drainage — Total Estimated Cost $ 67,000 ✓

I would assume from your letter that the city would be charged with the cost of the curbs and drainage, but that the right of way and earthwork would be the obligation of the State, and estimates have been made on this basis.

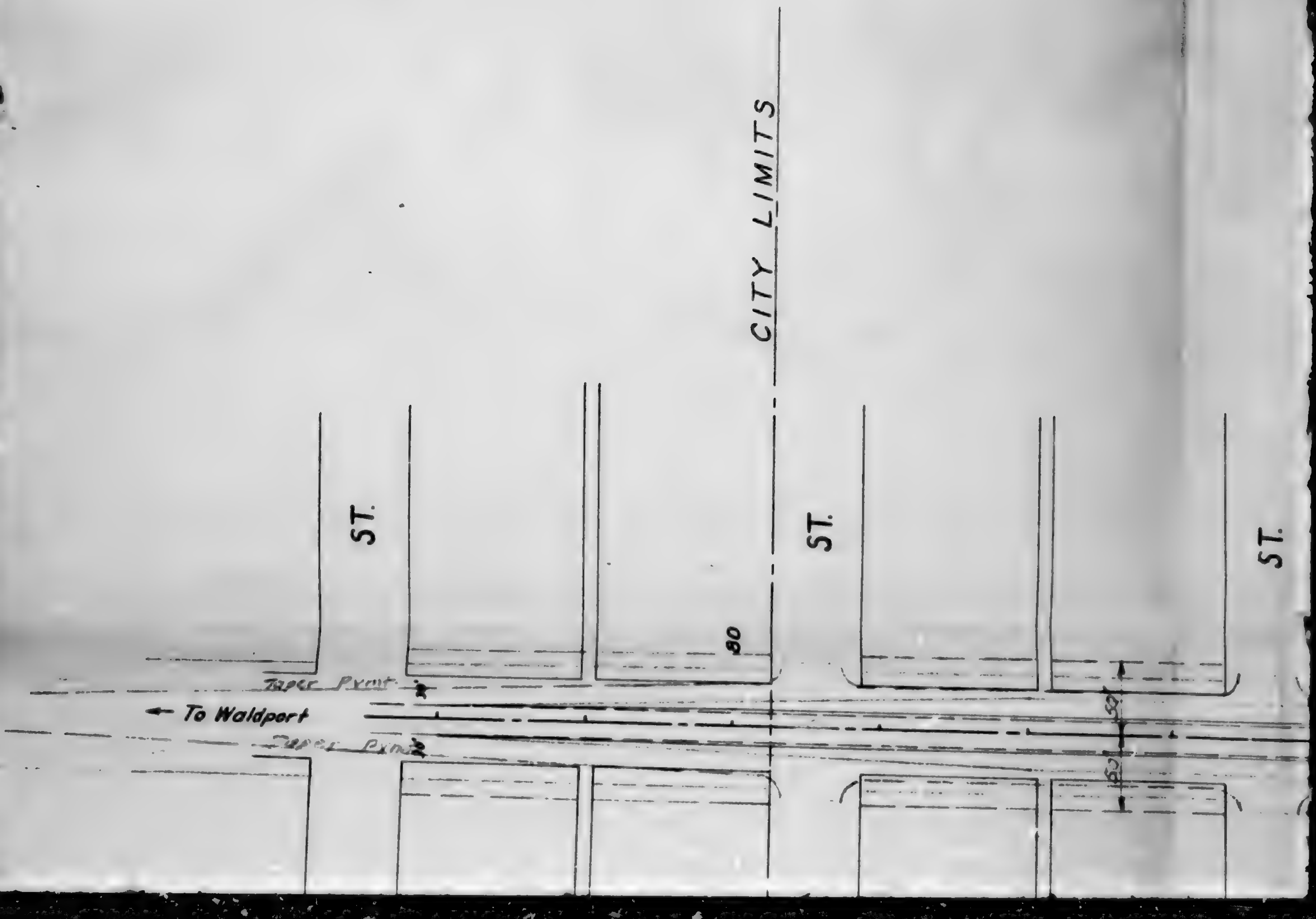
Tom Edwards
Construction Engineer

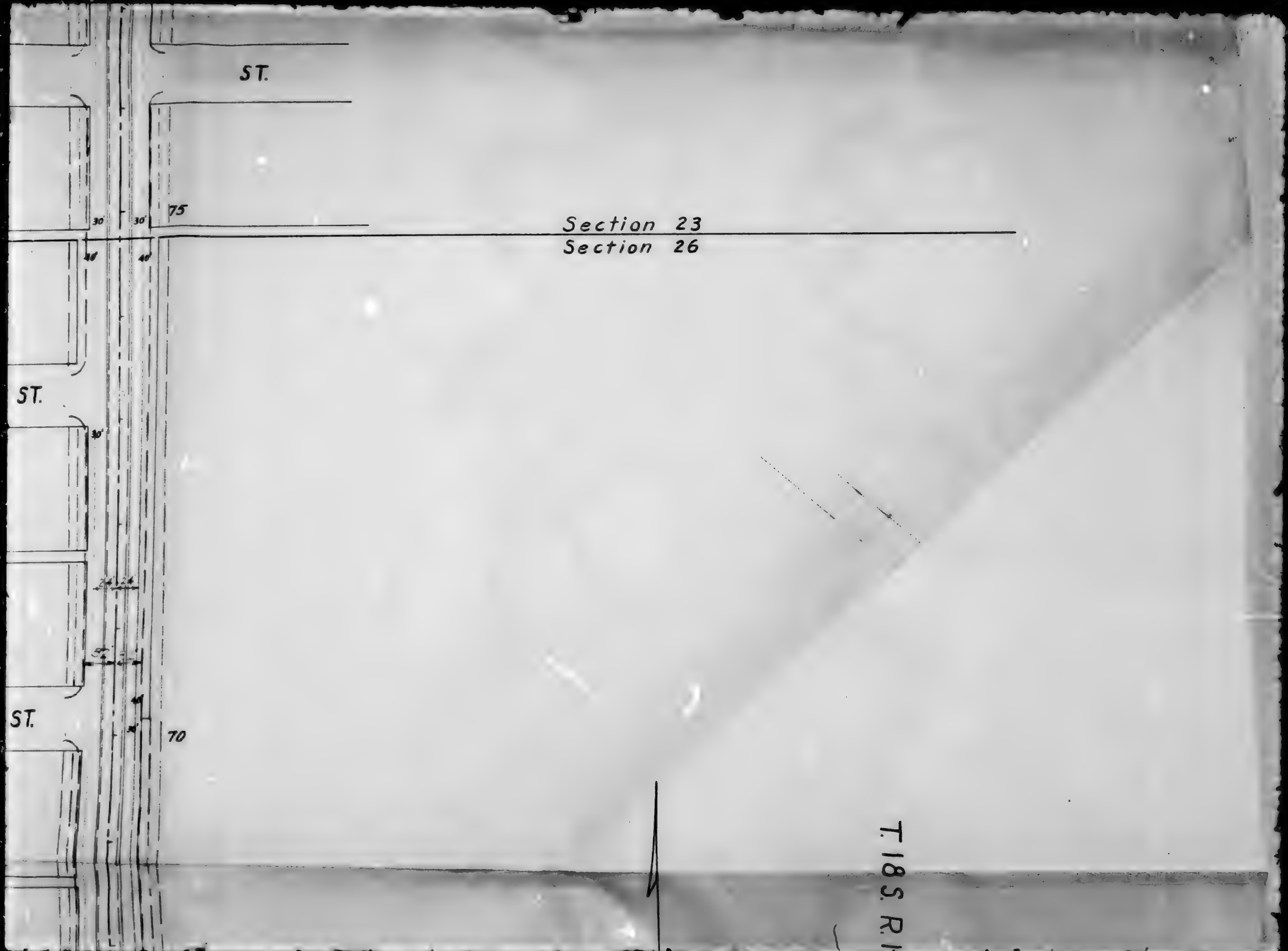
DJB:law

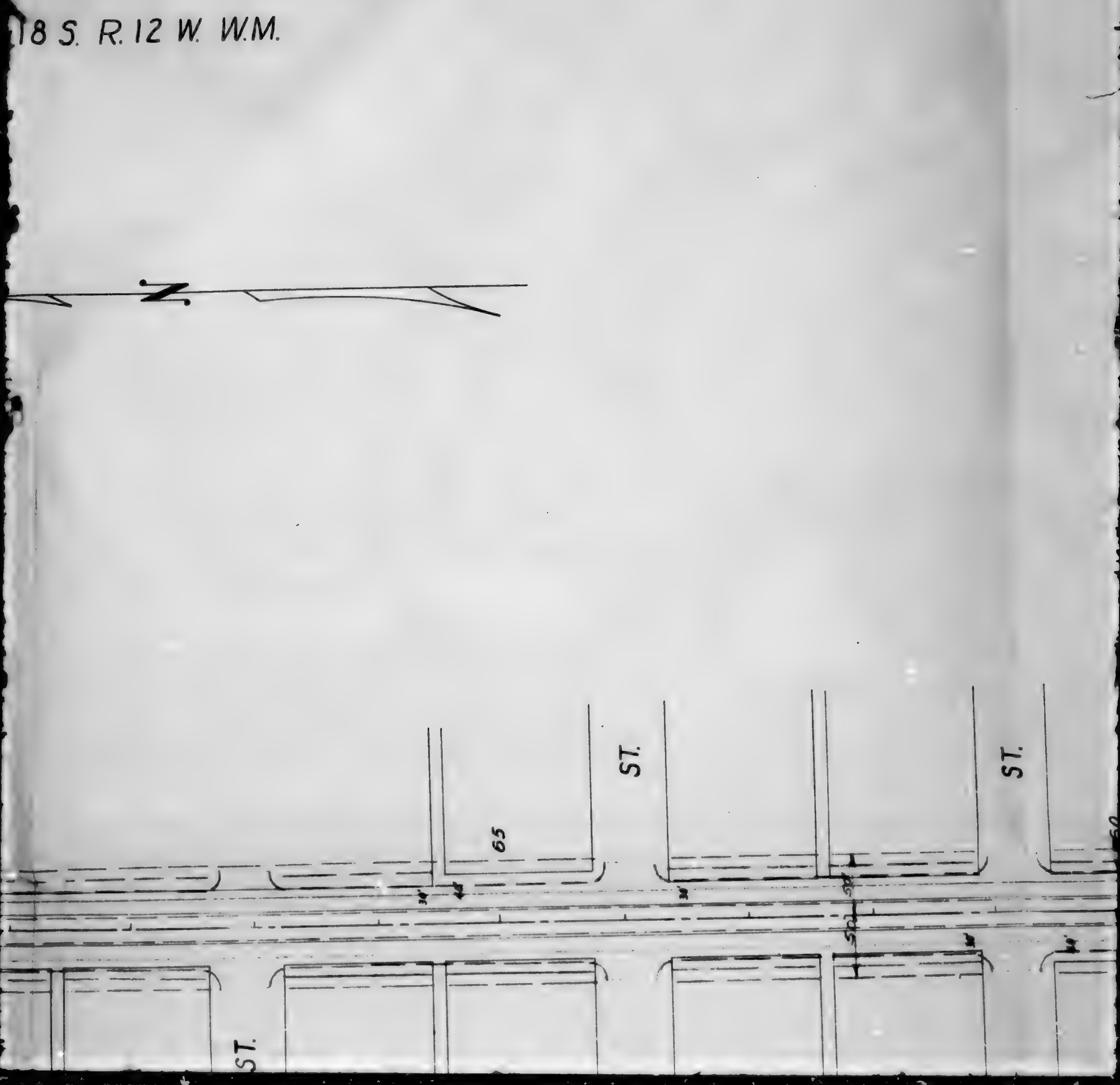
Attachment

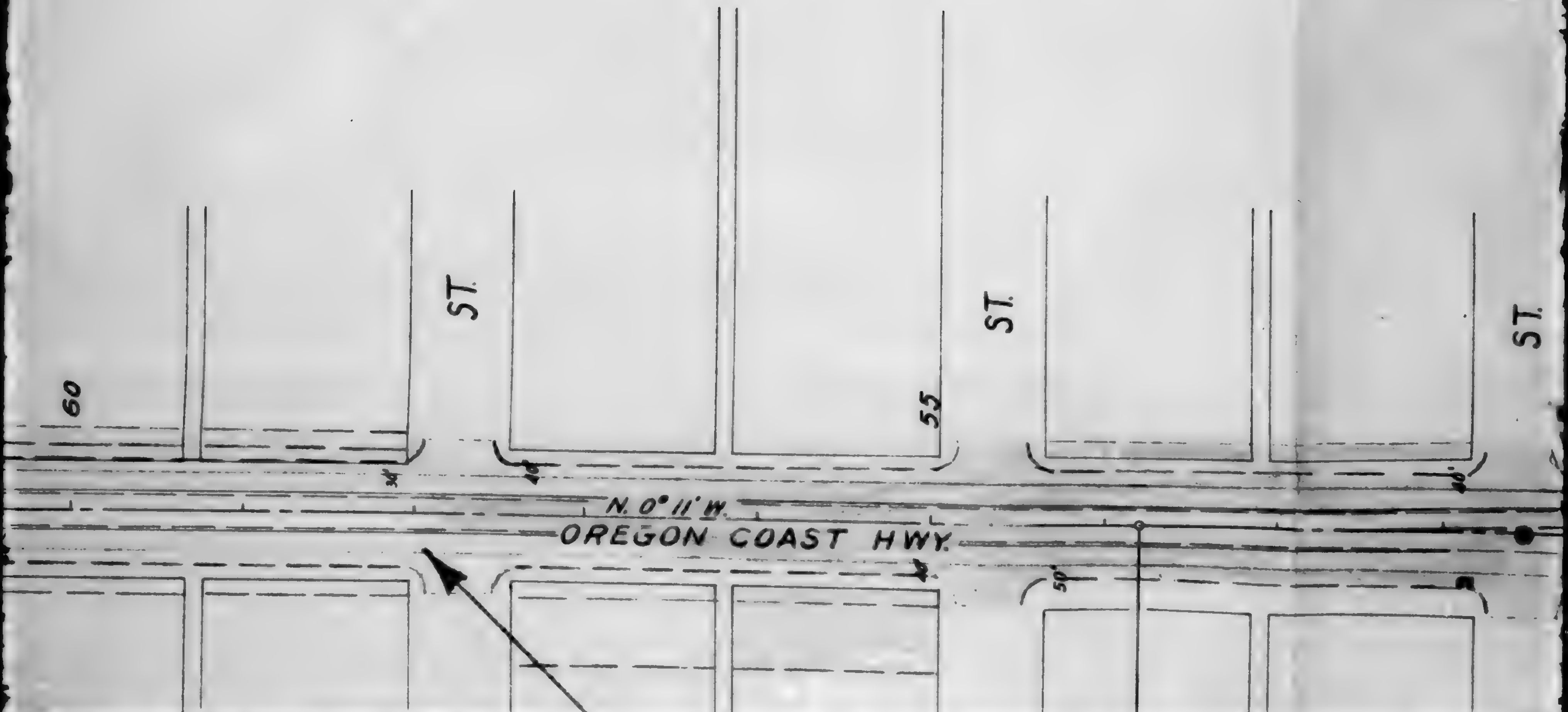
RECEIVED
MAR - 2 1959
OFFICE OF
STATE HIGHWAY ENGINEER

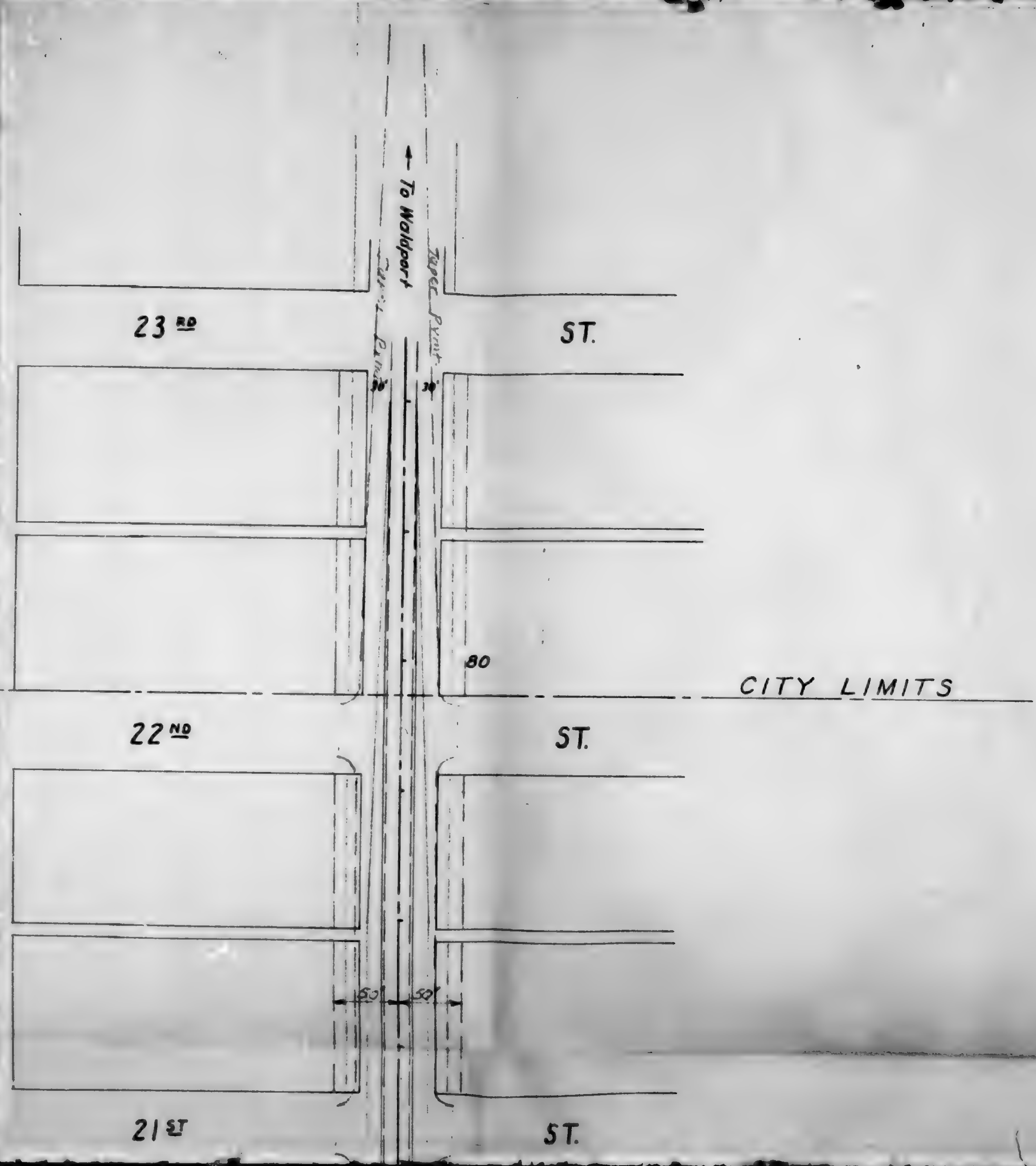
N Fire[illegible] Estimate [illegible]

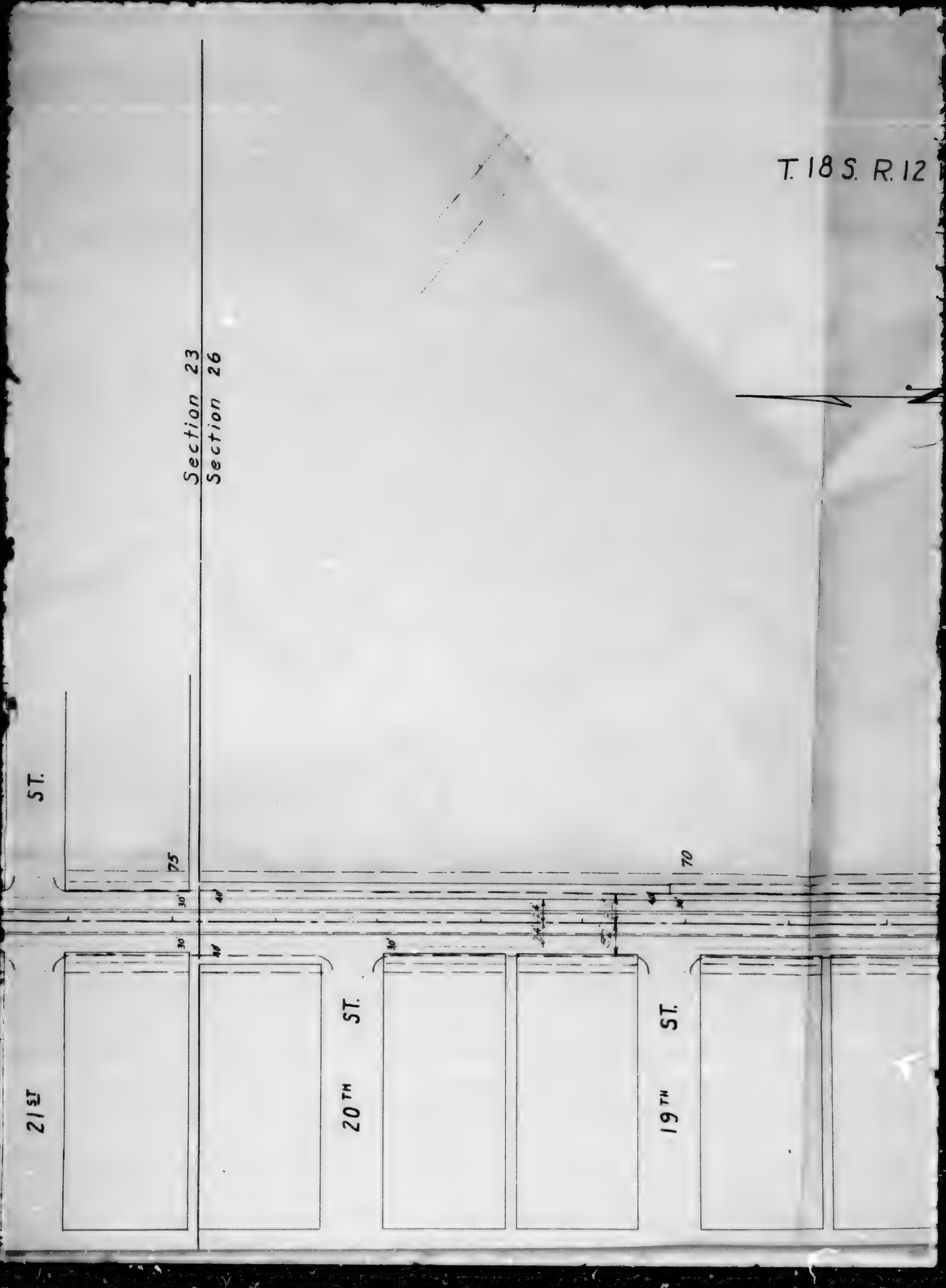

CITY LIMITS
ST.
ST.
ST.
80
Taper Pvmt.
← To Waldport
Taper Pvmt.
50
50

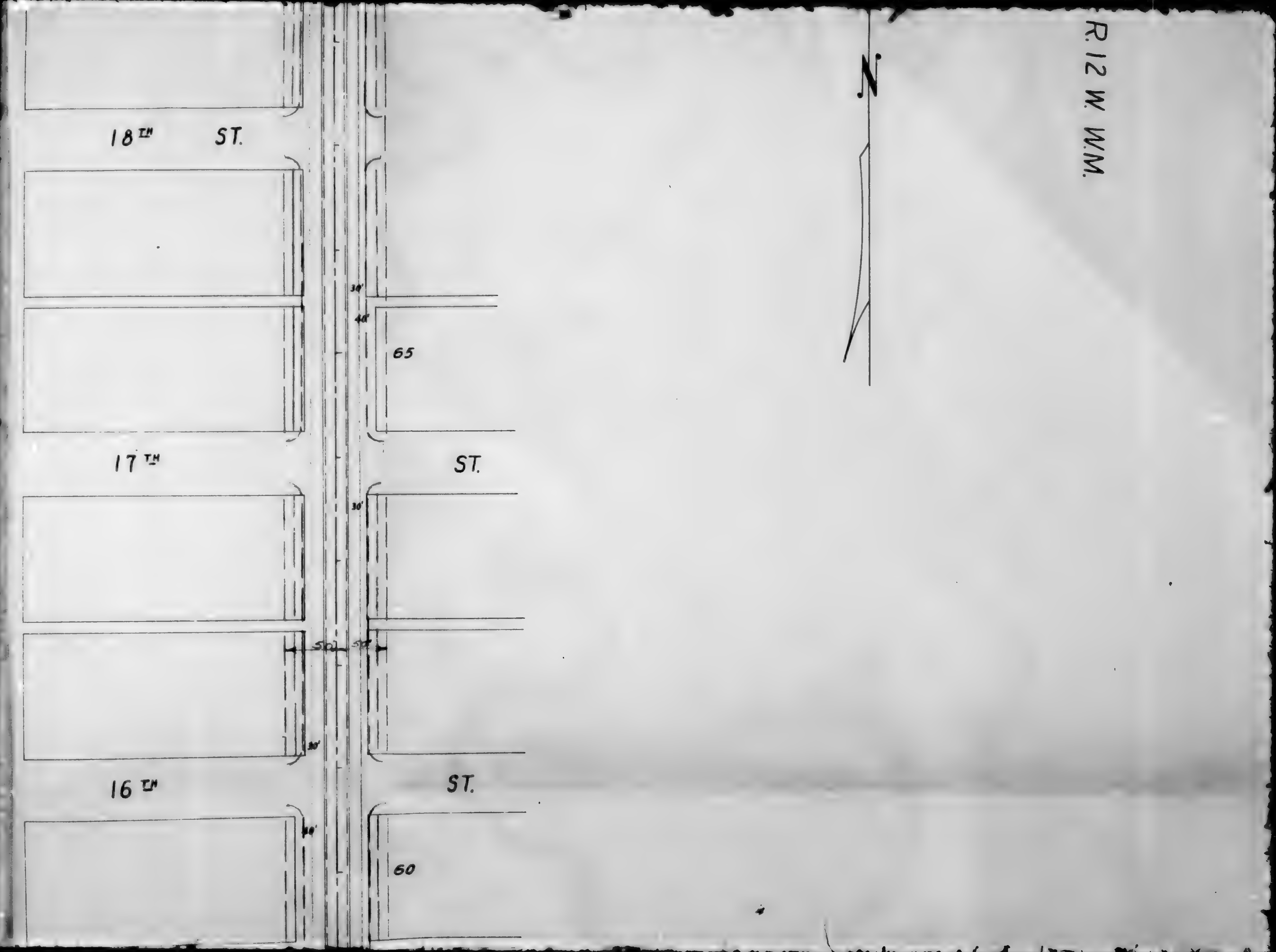

ST.
30'
30'
75
Section 23
Section 26
40'
40'
ST.
30'
ST.
70
T. 18 S. R. 1

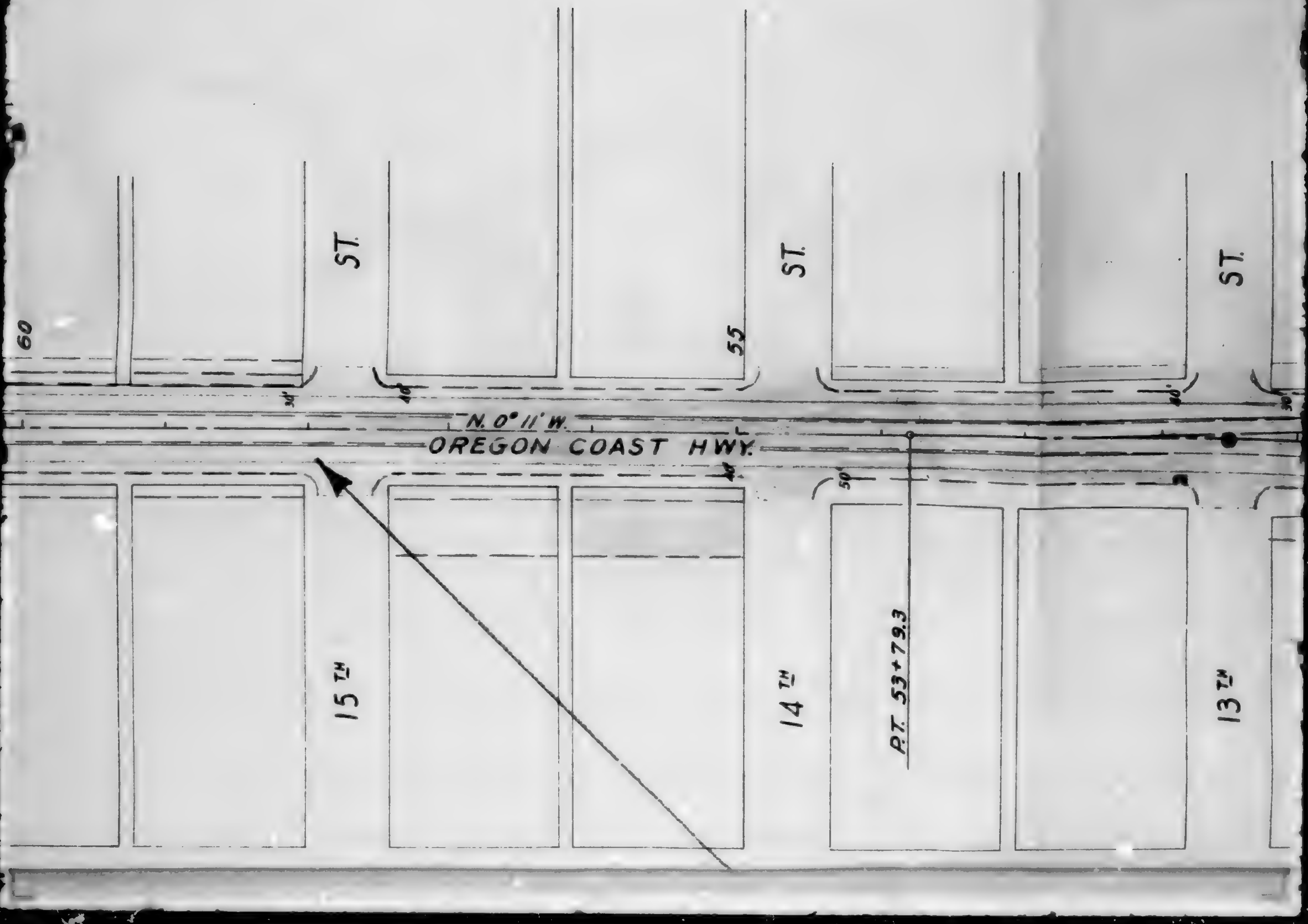

18 S. R. 12 W. W.M.
N
65
ST.
ST.
ST.
50

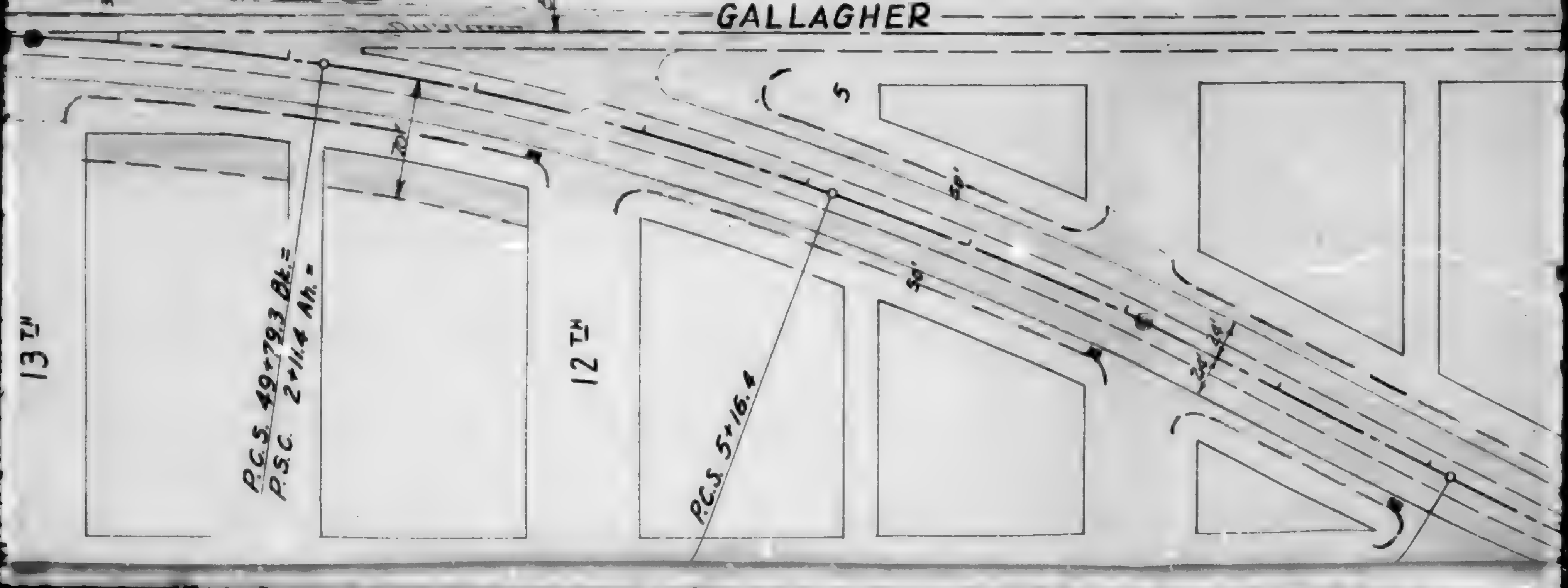

60
ST.
55
ST.
ST.
N. 0° 11' W.
OREGON COAST HWY.
50'


To Waldport
Taper Pvmt
Taper Pvmt
30'
30'
23RD ST.
80
CITY LIMITS
22ND ST.
50'
50'
21ST ST.


T. 18 S. R. 12
Section 23
Section 26
ST.
21ST
20TH ST.
19TH ST.
75
70
30'
40'
30
40'
30'
30'


R. 12 W. W.M.
N
18TH ST.
17TH ST.
16TH ST.
65
60
30'
40'
30'
50'
50'
30'
40'


60
55
N. 0° 11' W.
OREGON COAST HWY.
15TH ST.
14TH ST.
13TH ST.
P.T. 53+79.3
50'
40'
30'

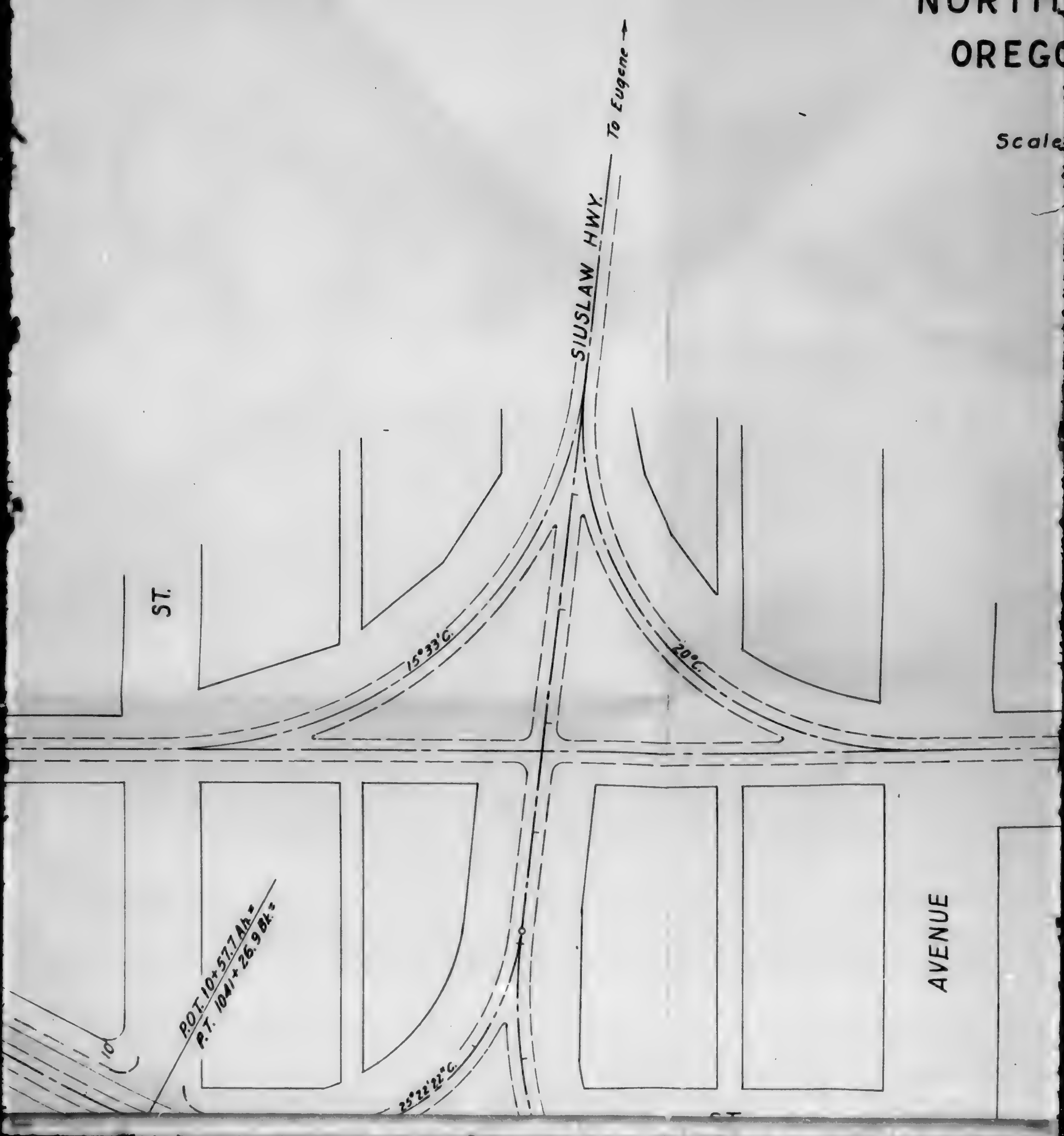

13TH ST.
12TH ST.
ST.
GALLAGHER
50
50'
30
70'
5
50'
50'
34'
P.C.S. 49+79.3 Bk.=
P.S.C. 2+11.4 Ah.=
P.C.S. 5+16.4

OREGON S

NORTH

OREGO

Scale


To Eugene
SIUSLAW HWY.
ST.
15°33'C.
20°C.
AVENUE
P.O.T. 10+57.1 Ah=
P.T. 1041+26.9 Bk=
10
25°22'22"C.
ST.

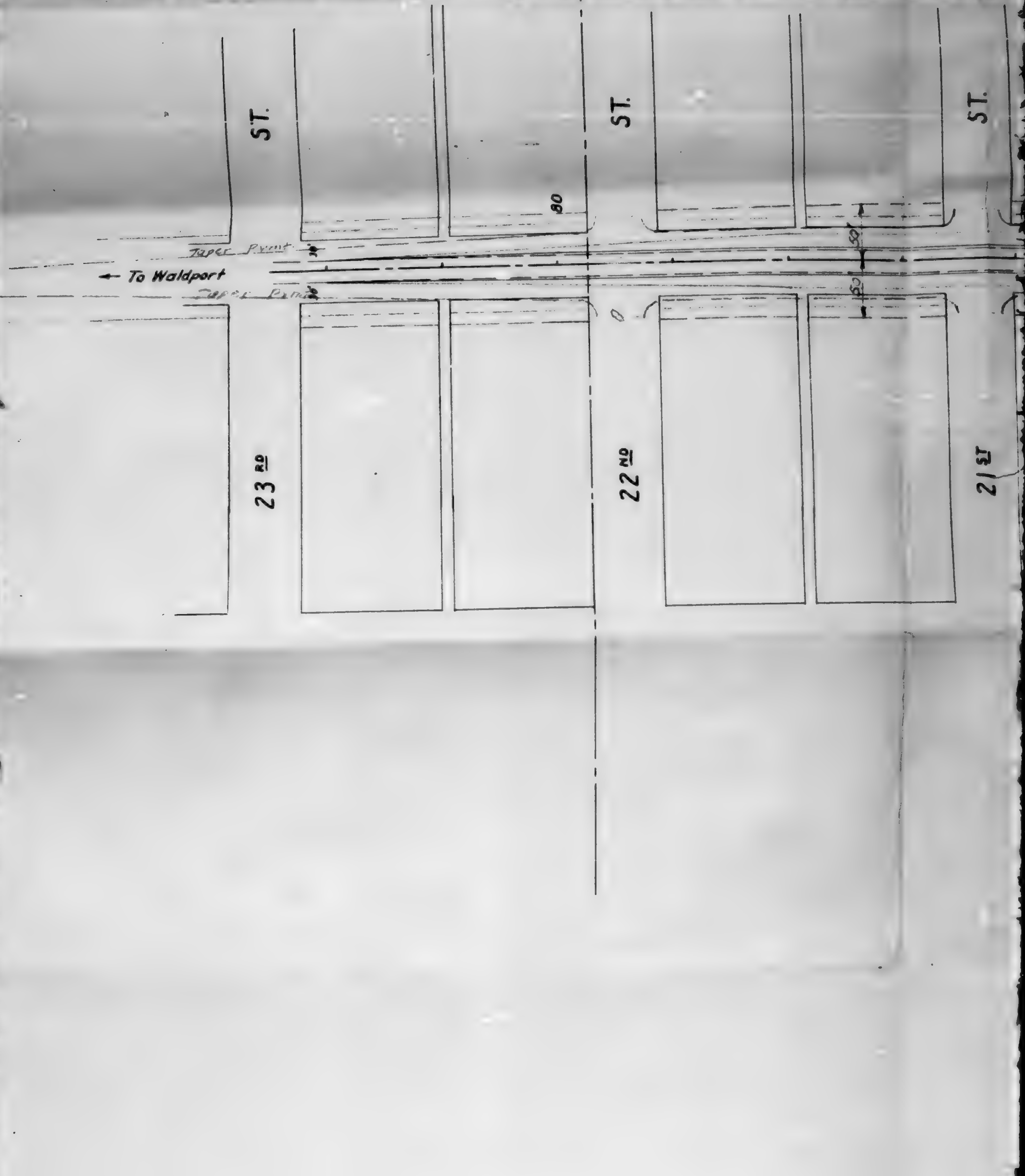
OREGON STATE HIGHWAY DEPARTMENT

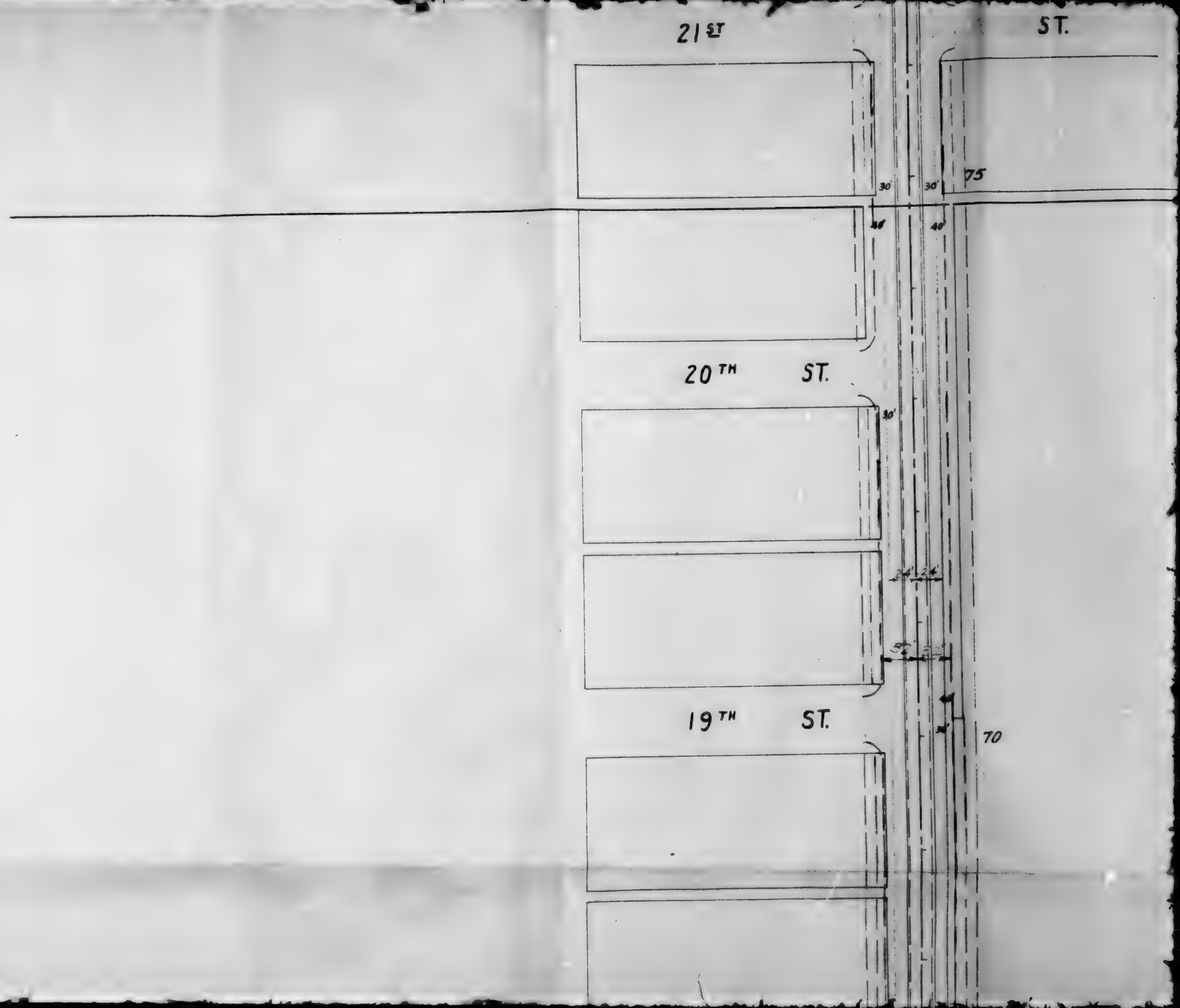
SKETCH MAP

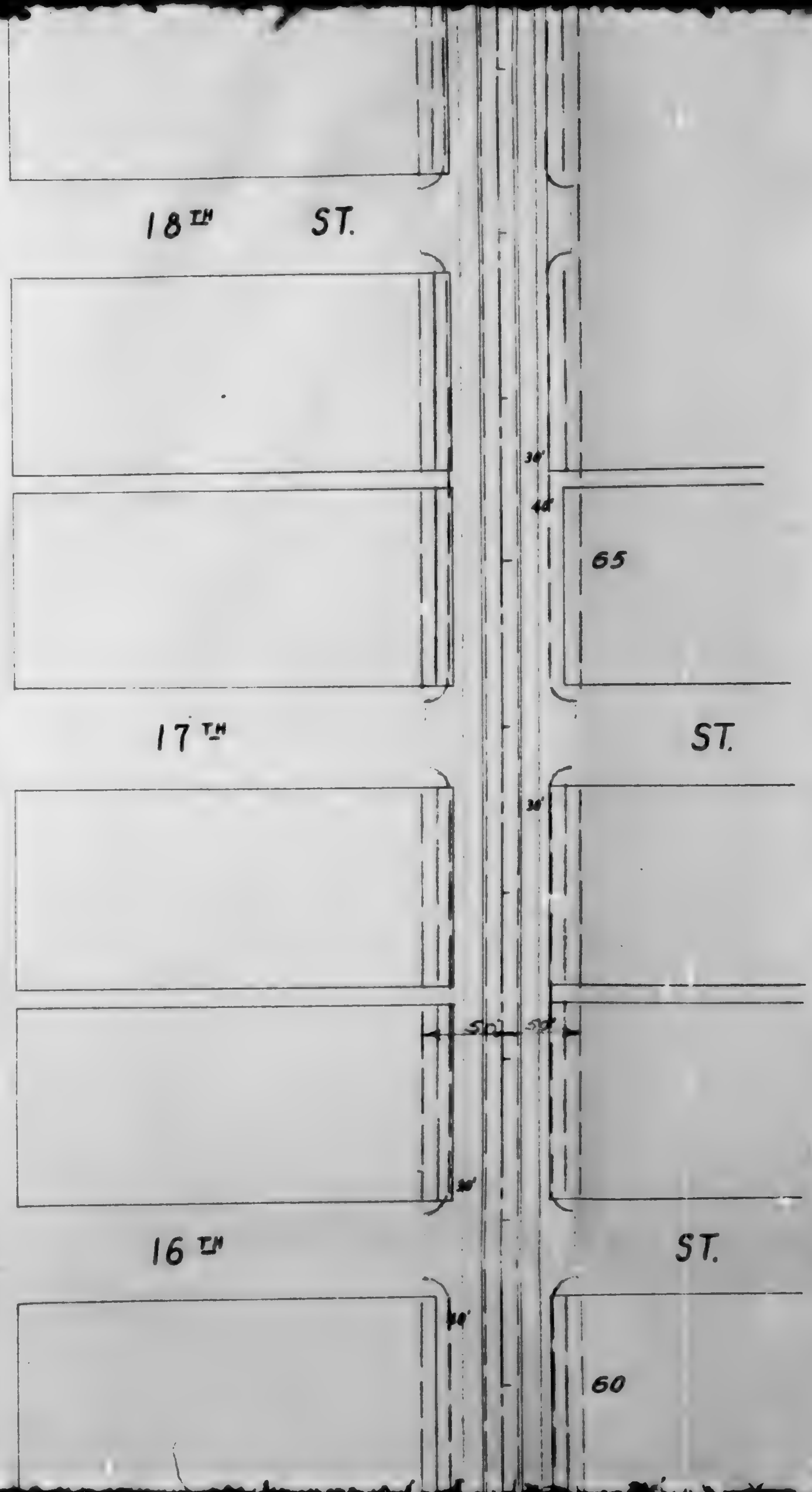
NORTH FLORENCE SECTION
OREGON COAST HIGHWAY

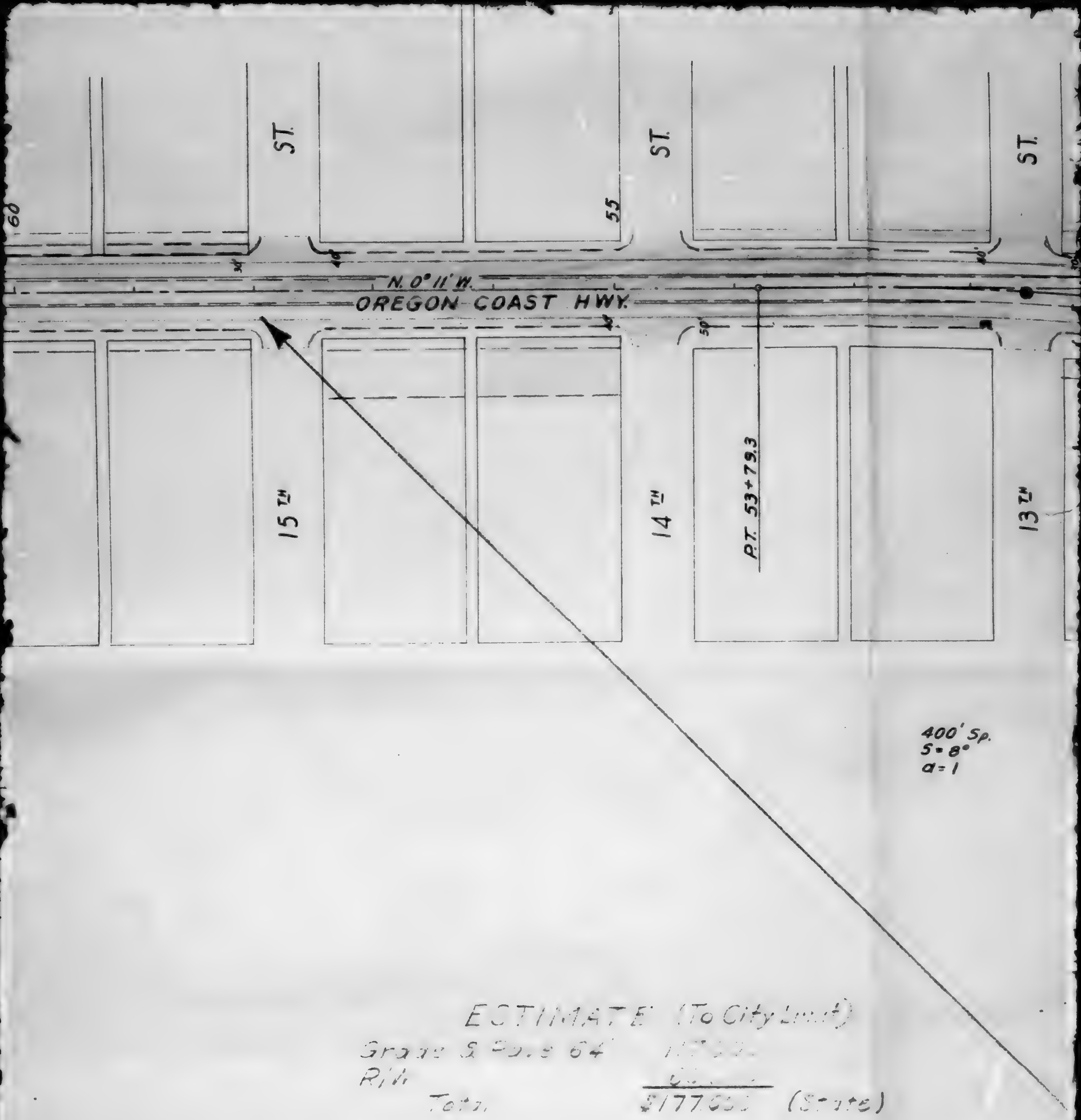
LANE COUNTY

Scale: 1" = 100'　　March 1956


ST.
ST.
ST.
80
Taper Point
← To Waldport
Taper Point
50
50
23RD
22ND
21ST


21ST
ST.
30'
30'
75
40'
40'
20TH ST.
30'
24'
24'
5'
5'
30'
70
19TH ST.


18TH ST.
65
17TH
ST.
16TH
ST.
60

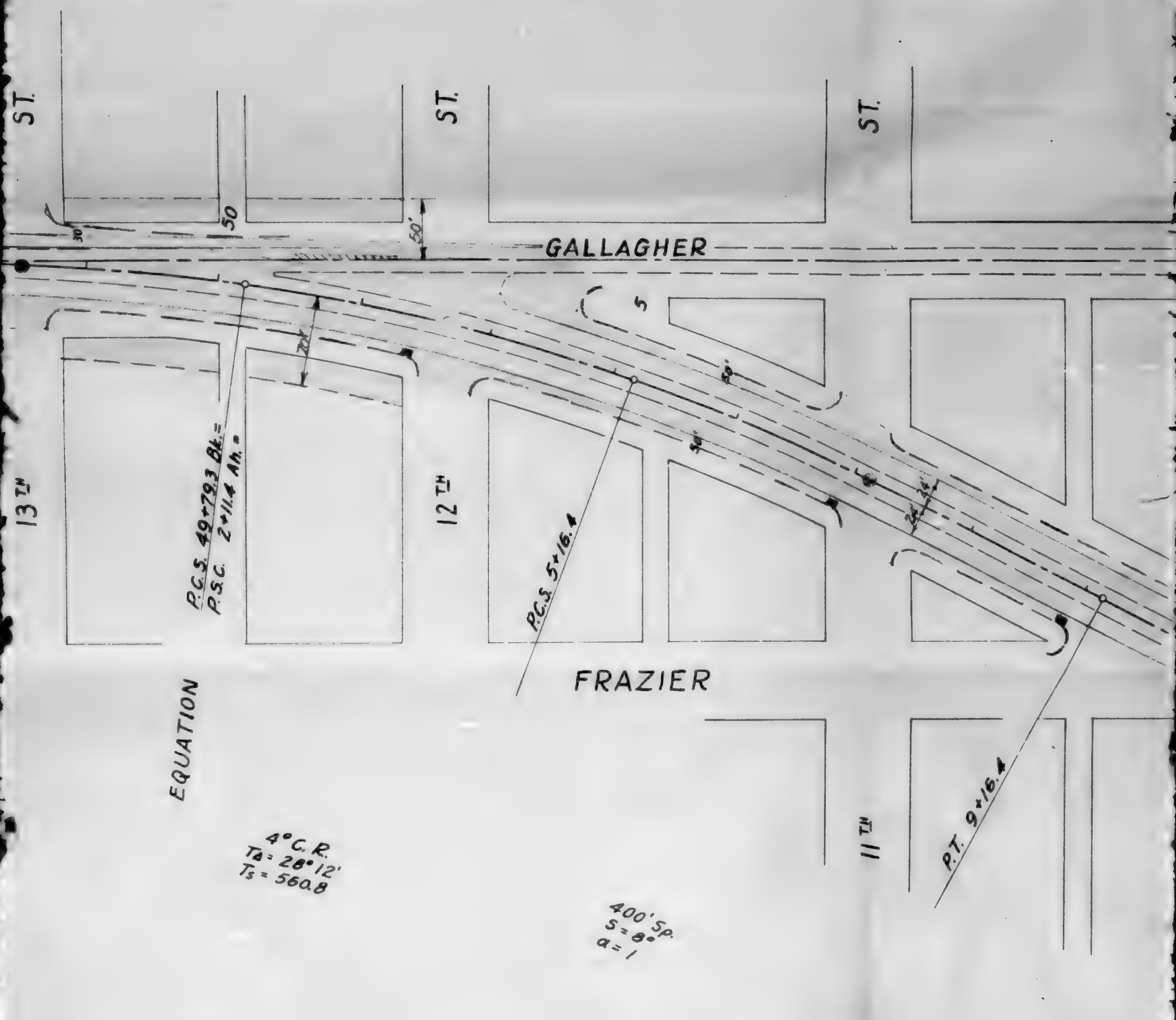

ST.
ST.
ST.
60
55
N. 0° 11' W.
OREGON COAST HWY.
15TH
14TH
13TH
P.T. 53+79.3
40
50
400' Sp.
S = 8°
a = 1

ESTIMATE (To City Limit)

Grade & Pave 64' [illegible]
R/W [illegible]
Total $177000 (State)

Curb & Drainage $67000 (City)

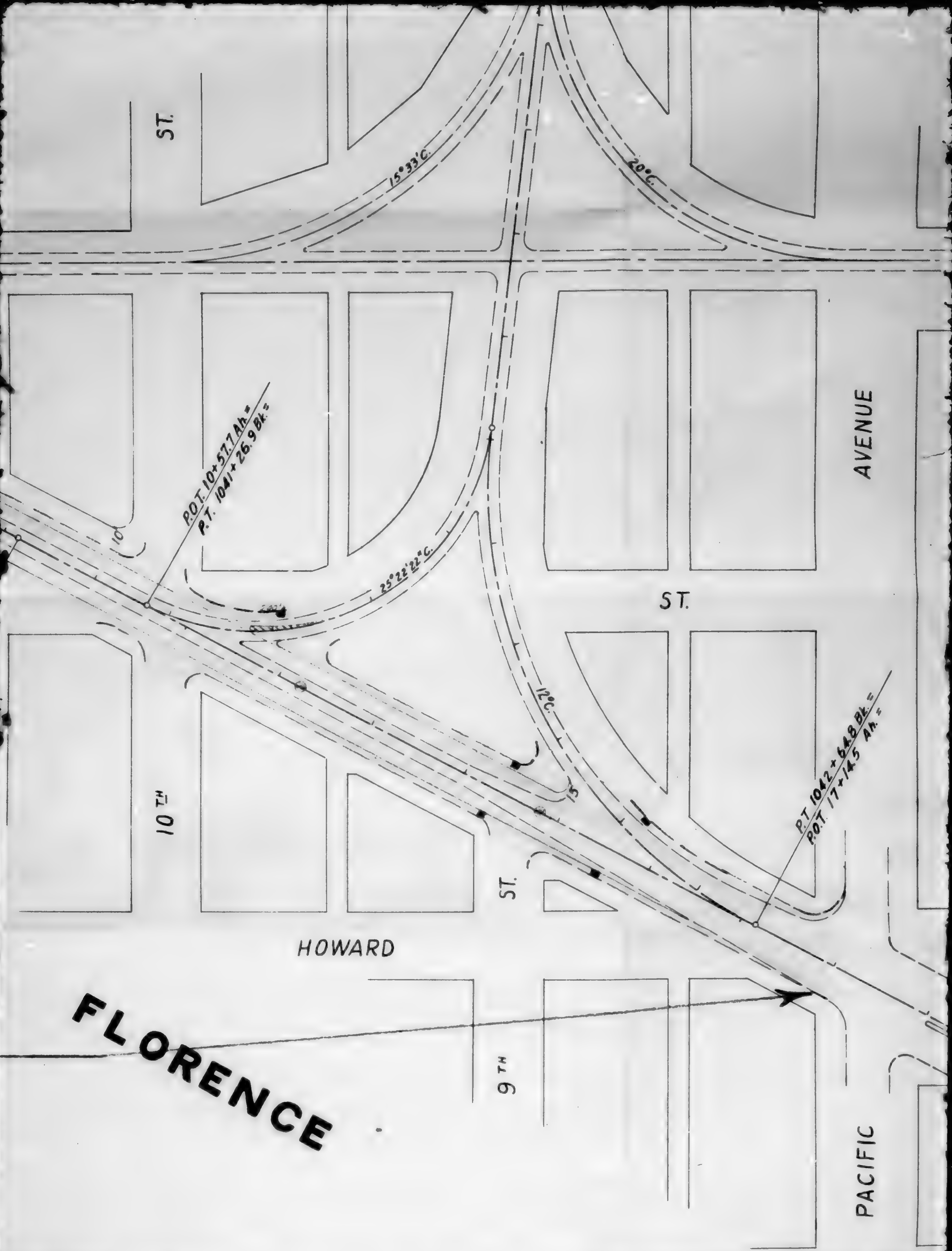
64' [illegible] Pacific Ave. To N. City Limit.
Taper To 24th St.

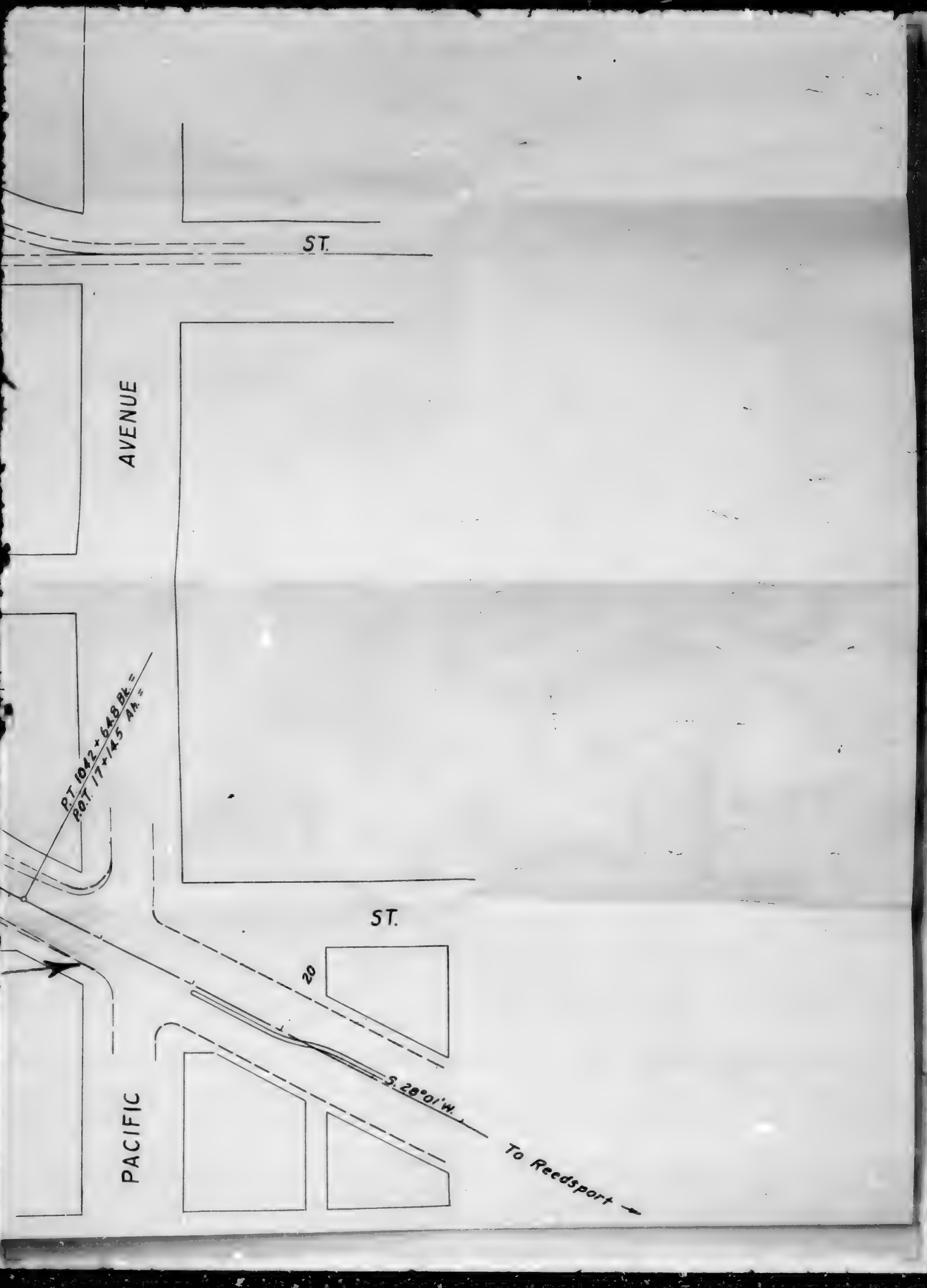

ST.
ST.
ST.
GALLAGHER
50
30
50'
70'
5
30'
30'
24'
24'
13TH
12TH
11TH
FRAZIER
P.C.S. 49+79.3 Bk. =
P.S.C. 2+11.4 Ah. =
EQUATION
P.C.S. 5+16.4
P.T. 9+16.4
4° C.R.
TΔ = 28°12'
Ts = 560.8
400' Sp.
S = 8°
a = 1

ESTIMATE

Grade, Pave & R/W By State

Grade & Pave	60,000
R/W	15,500
Total State Cost	$75,500
Curbs & Drainage By City	$30,000


ST.
15°33'C.
20°C.
AVENUE
P.O.T. 10+57.7 Ah.=
P.T. 1041+26.9 Bk.=
10
25°22'22"C.
ST.
12°C.
15
P.T. 1042+64.8 Bk.=
P.O.T. 17+14.5 Ah.=
10TH
ST.
HOWARD
FLORENCE
9TH
PACIFIC


ST.
AVENUE
P.T. 1042+64.8 Bk.=
P.O.T. 17+14.5 Ah.=
ST.
20
S. 28°01'W.
PACIFIC
To Reedsport →

RECEIVED
MAR - 2 1959
FOR FILING

Const
Projects
Muni - Florence

Salem, Oregon
February 17, 1959

Widening of US101
City of Florence

Mr. Tom Edwards
Construction Engineer
OFFICE

The City of Florence has made a proposal to Mr. Williams for the improvement to a four-lane standard of US101 to the north city limits (to the existing four-lane facility).

The tentative proposal is that the City would build the curbs and storm sewers and the State would surface to the curbs. The project, I believe, is about 13 blocks in length and should be constructed to a 64-foot width between curbs.

Will you please furnish us with a simple map showing the section in question and supply costs of the various items involved to make a complete project.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams

RECEIVED
FEB 6 1959
FOR FILING

Coast
Projects
Muni - Florence

February 3, 1959

Mr. Nile B. Paull
City Administrator
Post Office Box 338
Florence, Oregon

Dear Mr. Paull:

Reference is made to your letter of January 31 in which you advise that a delegation from the City of Florence would like an appointment with me in the morning of February 6 to discuss the possibility of widening US101 in Florence, in conjunction with a possible city-wide paving project.

This is to advise that I can meet with your group in my office at 10:00 a.m., on Friday, February 6.

Very truly yours,

W. C. Williams
State Highway Engineer

me

cc Mr. Forrest Cooper

P. O. BOX 338 **CITY of FLORENCE** PHONE 376
OREGON

MAYOR
E. A. Davidson

COUNCIL
Zane Zeimer
E. S. Johnston
A. T. Cicerello
T. M. Hunt

CITY ADMINISTRATOR
Nile Paull

Jan. 31, 1959

NOTED
W. C. WILLIAMS

W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Sir:

A delegation of Councilmen from the City of Florence respectfully requests an appointment with you sometime during the morning of Friday, February 6, for the purpose of discussing with you the possibility of widening Highway 101 in Florence to the north city limits, in conjunction with a possible city-wide paving project of the City of Florence.

The delegation will meet with the State Sanitary Authority in Portland at 2:00 P.M. on the same day so a 9:00 or 10:00 o'clock appointment would be much appreciated.

As a result of a movement started by the citizens, interest is running high in a city-wide street improvement project. Due to the fact that about half the city is without sewer service, it is being proposed to the citizens that the sewers be extended and the streets improved and curbs, gutters and sidewalks be installed in one big project. It would help a great deal in selling the project if the State Highway Department could see it's way clear to do some work in the city at the same time, partly due to the saving financially, and partly due to the improvement to our city.

We would appreciate very much your earnest consideration of this proposal, and the granting of an appointment for next Friday morning.

Very truly yours,

Nile B. Paull
City Administrator

RECEIVED
FEB 3 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB - 3 1959
OFFICE OF
STATE HIGHWAY ENGINEER

cc: C. G. Swenson, Engineer
County and City Relations

October 27, 1958

Mr. Nile B. Paull
City Administrator
Florence, Oregon

Dear Mr. Paull:

At its October 22-23, 1958 meeting the State Highway Commission approved the City's request for a cooperative project on Rhododendron Drive, from Highway 101 to Hemlock Street, under the provisions of the Special City Allotment fund act.

The project was approved on the basis of the City doing all required excavation, draining and placing of concrete curbs, at city expense, and paying all costs of the States project in excess of $20,000. The States contract is to include the placing of 8" of base rock; 2" leveling course and 3" asphaltic concrete 42' in width.

You will be contacted when an engineering estimate is obtained, to work out details and to negotiate an agreement.

Very truly yours,

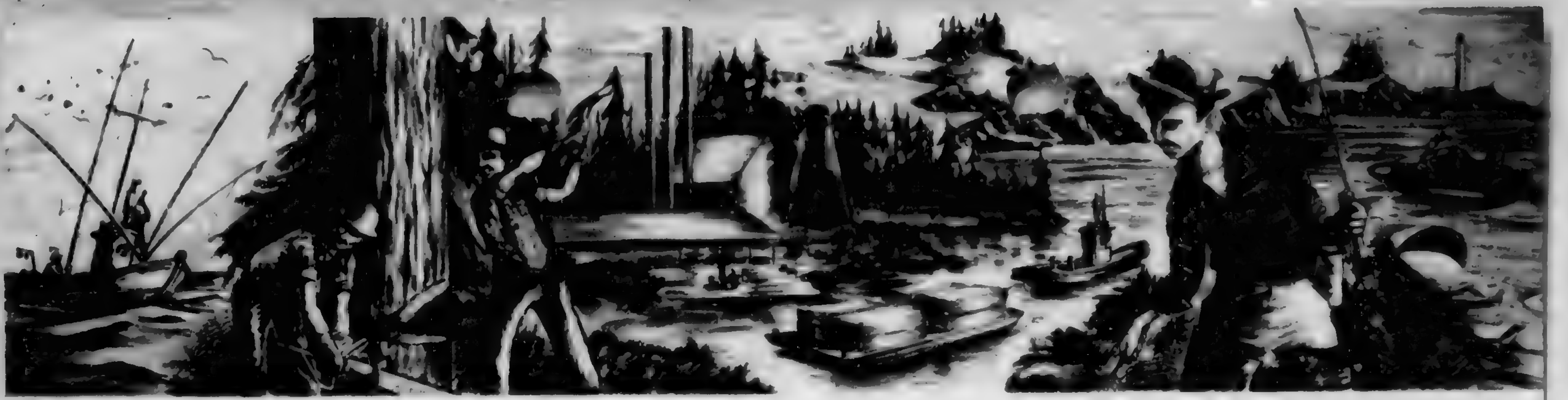
W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:cg

NOTED
C. G. SWENSON



P.O. BOX 338

CITY of FLORENCE
OREGON

PHONE 376

MAYOR
E. A. Davidson

COUNCIL
Zane Zeimer
E. S. Johnston
A. T. Cicerello
T. M. Hunt

CITY ADMINISTRATOR
Nile Paull

Jan. 31, 1959

NOTED
W. C. WILLIAMS

W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Sir:

A delegation of Councilmen from the City of Florence respectfully requests an appointment with you sometime during the morning of Friday, February 6, for the purpose of discussing with you the possibility of widening Highway 101 in Florence to the north city limits, in conjunction with a possible city-wide paving project of the City of Florence.

The delegation will meet with the State Sanitary Authority in Portland at 2:00 P.M. on the same day so a 9:00 or 10:00 o'clock appointment would be much appreciated.

As a result of a movement started by the citizens, interest is running high in a city-wide street improvement project. Due to the fact that about half the city is without sewer service, it is being proposed to the citizens that the sewers be extended and the streets improved and curbs, gutters and sidewalks be installed in one big project. It would help a great deal in selling the project if the State Highway Department could see it's way clear to do some work in the city at the same time, partly due to the saving financially, and partly due to the improvement to our city.

We would appreciate very much your earnest consideration of this proposal, and the granting of an appointment for next Friday morning.

Very truly yours,

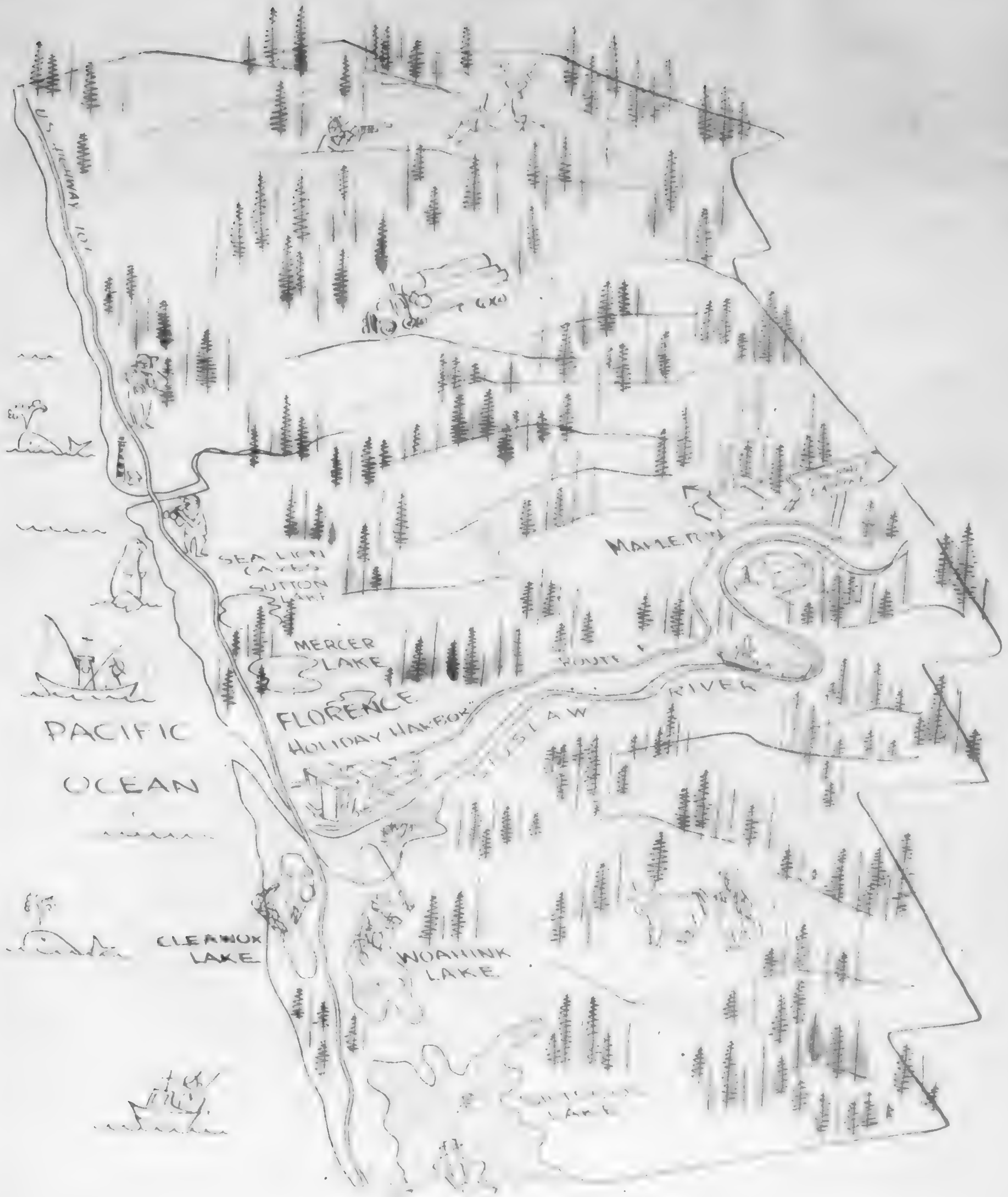
Nile B Paull

Nile B. Paull
City Administrator

RECEIVED
FEB 3 1959
OREGON
STATE HIGHWAY COMMISSION

cc: C. G. Swenson, Engineer
County and City Relations

RECEIVED
FEB - 3 1959
OFFICE OF
STATE HIGHWAY ENGINEER


U.S. HIGHWAY 101
SEA LION CAVES
SUTTON LAKE
MERCER LAKE
MAPLETON
ROUTE
FLORENCE
HOLIDAY HARBOR
SIUSLAW RIVER
PACIFIC OCEAN
CLEAWOX LAKE
WOAHINK LAKE
LAKE

October 27, 1958

Mr. Nile B. Paull
City Administrator
Florence, Oregon

Dear Mr. Paull:

At its October 22-23, 1958 meeting the State Highway Commission approved the City's request for a cooperative project on Rhododendron Drive, from Highway 101 to Hemlock Street, under the provisions of the Special City Allotment fund act.

The project was approved on the basis of the City doing all required excavation, draining and placing of concrete curbs, at city expense, and payingall costs of the States project in excess of $20,000. The States contract is to include the placing of 8" of base rock; 2" leveling course and 3" asphaltic concrete 42' in width.

You will be contacted when an engineering estimate is obtained, to work out details and to negotiate an agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:cg

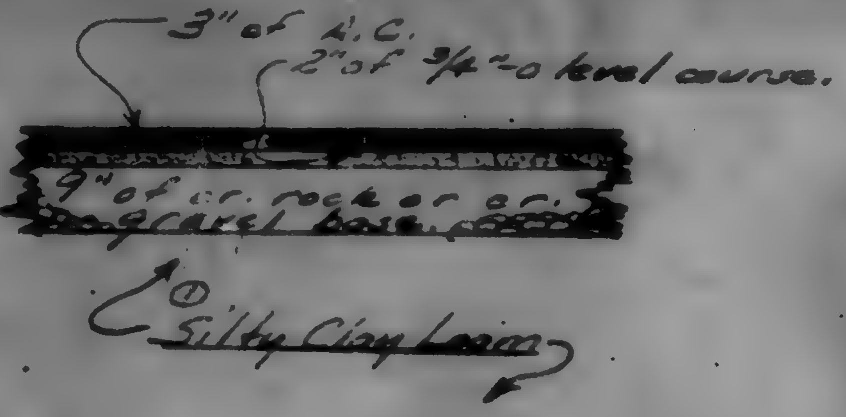
NOTED
C. G. SWENSON

CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

[illegible] Dr. from the [illegible] King - Hemlock St. Highway City of Florence County Lane Prefix

Length of Project ____ Miles. Sta. ________ to Sta. ________ Date 8-22-58

TYPICAL SECTIONS Traffic Classif. from Ayers (County-City) Medium



Required Base & Wear		Designed Base & Wear		
Crushed	Not Crushed	Exist. Surf. Allow.	New Work	
			3	A.C.
			2.	Level
			9	Cr. Base
14			14	

[illegible] Soil
[illegible] 200
[illegible] Blue

8-22-58

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
[illegible] material source to be determined by the Engineer.											

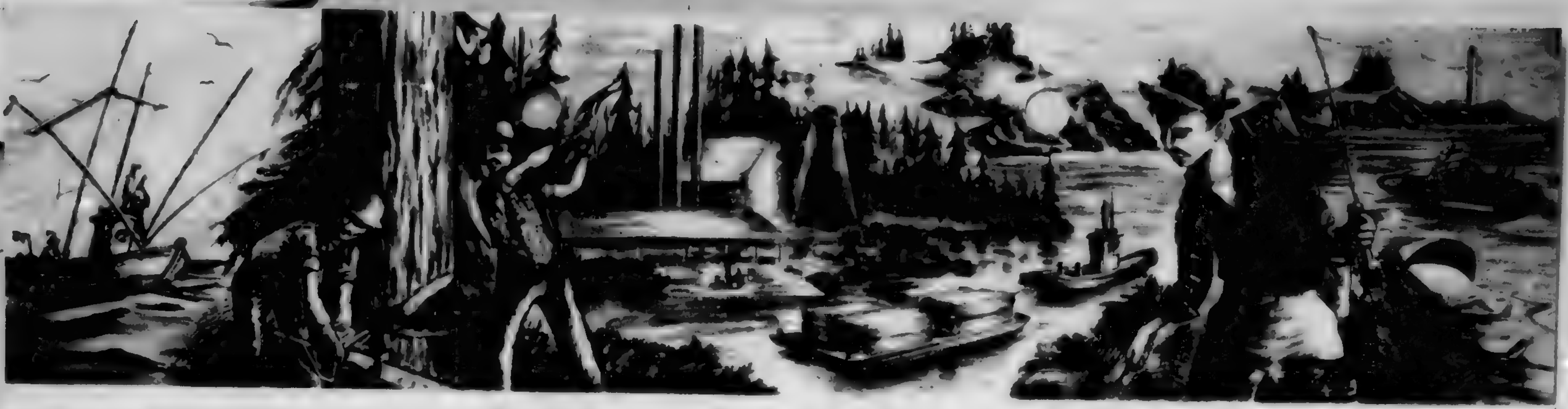
State Highway Engineer
[illegible] Engineer
[illegible] Materials
[illegible]

Submitted by G. T. Durber
Staff Assistant
[redacted]

Recommended by [illegible]
Construction Engineer

Recommended by G. W. Harra
Engineer of Materials

Approved by [illegible]
Deputy State Highway Engineer



P.O. BOX 338

CITY of FLORENCE

OREGON

PHONE 376

MAYOR
E. A. Davidson

COUNCIL
Zane Zeimer
E. S. Johnston
A. T. Cicerello
T. M. Hunt

CITY ADMINISTRATOR
Nile Paull

July 25, 1958

Harold C. Ayers, Field Engineer
County and City Relations
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Ayers:

Please accept my apologies for not having this letter ready on Thursday as I promised. So many things kept coming up that I just didn't get it done.

However, in regards to our discussion, the City of Florence will do the necessary engineering, grading, curbing, and drainage for preparing Rhododendron Drive, from Highway 101 to Hemlock street, for paving under Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949.

We agree to do the above work, plus any costs above $20,000.00 incurred in the basing and paving of said street.

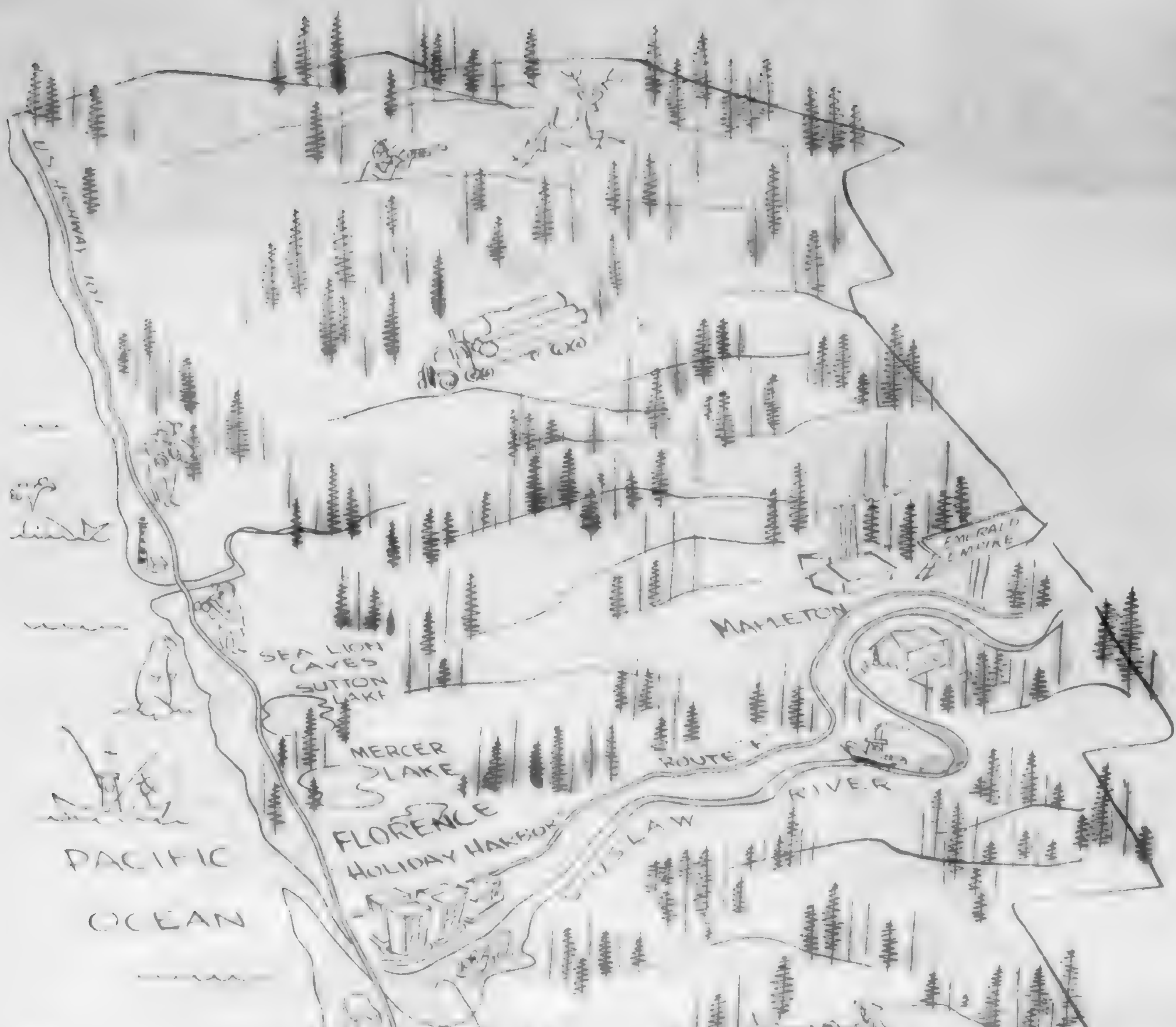
Thank you very much for your courtesy and interest in this matter.

Very truly yours,

Nile B Paull

Nile B. Paull
City Administrator

NBP/lb

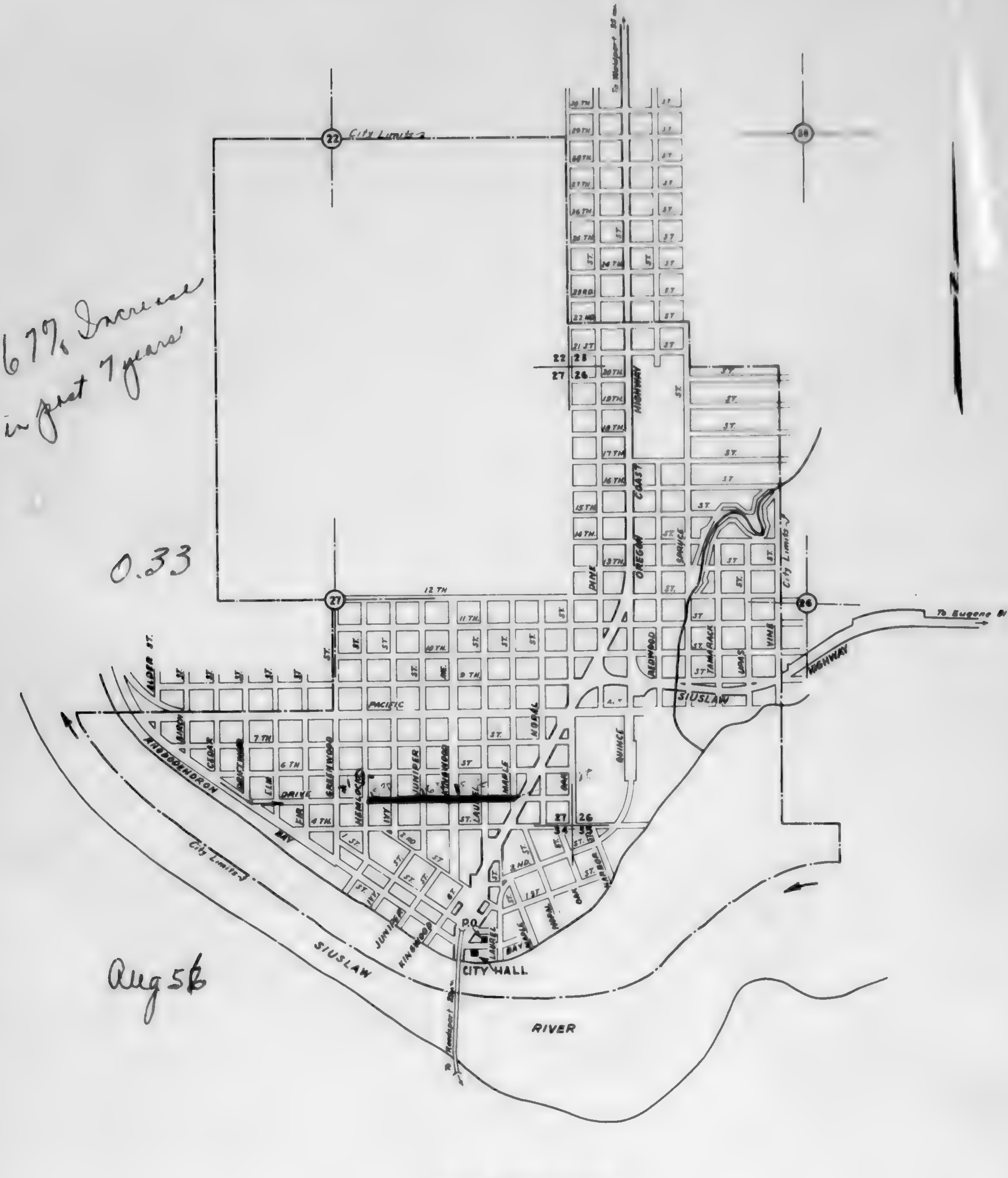

U.S. HIGHWAY 101
EMERALD EMPIRE
MAPLETON
SEA LION CAVES
SUTTON LAKE
MERCER LAKE
ROUTE
FLORENCE
HOLIDAY HARBOR
SIUSLAW RIVER
PACIFIC OCEAN
CLEAWOX LAKE
WOAHINK LAKE
SILTCOOS LAKE

Nile B Powell No 5

67% Increase in past 7 years

0.33

Aug 56


To Newport 25 mi.
City Limits
22
27
26
22 23
27 26
27 26
34 35
12TH
11TH
10TH
9TH
PACIFIC
7TH
6TH
4TH
2ND
1ST
ALDER ST.
BIRCH
CEDAR
DOGWOOD
ELM
FIR
DRIVE
DRIFTWOOD
HEMLOCK
IVY
JUNIPER
KINGWOOD
LAUREL
MAPLE
NOPAL
OAK
QUINCE
PINE
OREGON
COAST
HIGHWAY
REDWOOD
SPRUCE
TAMARACK
VINE
RHODODENDRON
BAY
P.O.
CITY HALL
SIUSLAW
RIVER
HIGHWAY
To Eugene 61 mi.
To Reedsport 22 mi.
City Limits

FLORENCE

LANE COUNTY
T. 18 S., R. 12 W., W.M.
Scale in Feet
0 800 1600

9-9-57

RECEIVED
FEB 18 1958
ENGINEER
COUNTY & CITY RELATIONS

2-15-58

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Florence is an incorporated city of the State of Oregon, and has a population of 1720, as given by the latest official census, and

WHEREAS, the following streets of said city, Rhododendron Drive,

Form cc-50 (1953 Rev.)
Special City Allotment

from it's intersection with Highway 101 West to it's intersection with Hemlock street.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

Rhododendron Drive, from it's intersection with Highway 101 West to it's intersection with Hemlock street.

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Florence does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Nile B. Paull as the official representative of the city in all negotiations resulting from this request.

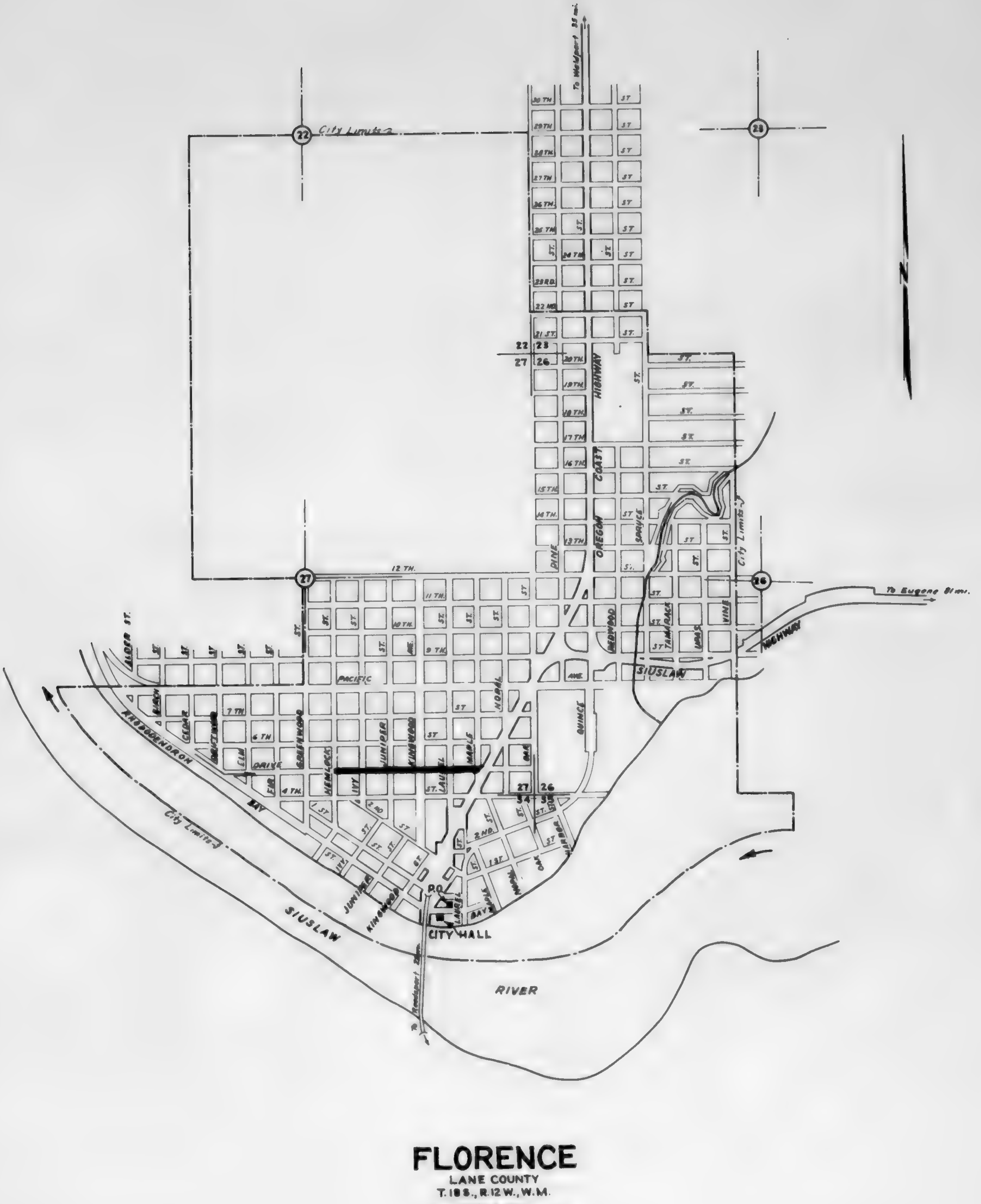
Passed and approved this 10th day of February, 1958.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Florence at a regular or special meeting of said Council, held on the 10th day of February, 1958, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 17th day of February, 1958.

Nile B Paull
City Recorder


To Waldport 25 mi.
City Limits
22
23
26
27
34
35
30TH
29TH
28TH
27TH
26TH
25TH
24TH
23RD
22ND
21ST
20TH
19TH
18TH
17TH
16TH
15TH
14TH
13TH
12TH
11TH
10TH
9TH
7TH
6TH
4TH
2ND
1ST
ST.
OREGON
COAST
HIGHWAY
PINE
SPRUCE
REDWOOD
TAMARACK
UPAS
VINE
QUINCE
NOPAL
MAPLE
LAUREL
KINGWOOD
JUNIPER
IVY
HEMLOCK
GREENWOOD
FIR
ELM
DOGWOOD
CEDAR
BIRCH
ALDER ST.
PACIFIC
SIUSLAW
AVE.
RHODODENDRON
DRIVE
BAY
OAK
HARBOR
P.O.
CITY HALL
To Eugene 61 mi.
HIGHWAY
To Reedsport 21 mi.
SIUSLAW
RIVER
N

FLORENCE

LANE COUNTY
T. 18 S., R. 12 W., W.M.

Scale in Feet
0 [illegible] 1600

9-9-57

US-364(2) Airport Rd.-Alberta St. 1959
Sec. (Traffic Signal
#5531 Installation)

RECEIVED
JUN - 3 1960
FOR FILING

718 264(2)

5531

June 7, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5531 for traffic signal installation on the Airport-Alberta St. Section of the Cascade Secondary Highway in Multnomah County was completed by the contractor, W. R. Grasle Co., on February 18, 1960, and was formally accepted by the Highway Commission on March 10, 1960.

Final payment in the amount of $1,175.13 will be released to the contractor on or after June 17, 1960. The total contract amount is $17,810.18, of which amount $3,985.18 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

A

RECEIVED
OCT 2[illegible] 1959

FOR FILING

(5 [illegible])

5531

FORM E-129

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

October 28, 1959

W. R. Grasle Company
437 NW 16th Avenue
Portland 9,
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5531, awarded September 24, 1959, for traffic signal installation on the Airport-Alberta Street Section of the Cascade Secondary Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
OCT 23 1959
FOR FILING

[illegible] 3641

5531

October 23, 1959

Oregon State Highway Commission

Gentlemen:

In order to provide the necessary signing on the Airport-Alberta Street project, it has been decided, with the concurrence of the Bureau of Public Roads, to make the necessary installations under a force account order with the W. R. Grasle Company, which has a contract on the same unit for the installation of traffic lights. The cost of the signing ($4,721) was not included in the original project authorization; therefore, it will be necessary to request additional funds from the Highway Commission.

For the reasons stated above, I request your authority for increase in project authorization on Contract No. 5531 in the amount of $4,721. The original project authorization was $15,553.13. The total project authorization, if the increase is granted, is $20,274.13.

The matter will be on the agenda for your consideration at the November 5 and 6 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. C. H. Maison
Mr. R. L. Porter

FC:fn ae

RECEIVED
SEP [illegible] 1959
FOR FILING
US-364(2)
5531

When replying, refer to
08-35.4-0

408 State Highway Bldg.
Salem, Oregon

September 24, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5531 for Oregon Project US-364(2), Airport-Alberta St. Sec., N.E. 82nd Ave. and Cascade Hwy., Traffic Signals, to W. R. Grasle Co., of Portland, Oregon, low bidder in the amount of $13,825.00 at the September 10, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

Orig
Porter

RECEIVED
SEP 28 1959
FOR FILING

US-364 (2)

5531

September 24, 1959

W. R. Grasle Company
437 N. W. 16th Avenue
Portland 9, Oregon

Gentlemen:

The State Highway Commission on September 24, 1959 awarded to you State Highway Contract No. 5531 for traffic signal installation on Airport Road-Alberta Street Section of the Cascade Highway in Multnomah County.

This award was based on your bid of $13,825.00 which was the low bid submitted to the Commission on September 10, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
L. D. Merchant

FORM E-129-X 50M 2-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED

FOR FILING

(US-304(a))

3531

August 31, 1959

Mr. Paul Northrop
Multnomah County Roadmaster
2115 S. E. Morrison Street
Portland, Oregon

Dear Mr. Northrop:

We are transmitting under separate cover, plans showing two traffic signal installations, one located at the intersection of the old and new alignments on N. E. 82nd Avenue, and the other at the intersection of N. E. Killingsworth and the old alignment of N. E. 82nd Avenue.

As may be seen from these plans, the signals will be of the fully-actuated type. It will be necessary to do some conduit trenching on the county road system in order to install detectors for this signal installation. It would be greatly appreciated if the County would grant permission to the State to perform the necessary conduit trenching.

Your early attention to this matter will be appreciated.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By
Original Signed by
F. B. CRANDALL
F. B. Crandall
Traffic Engineer

LHD:jj
bc: G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 2 1959

When replying, refer to
08-35.4

US-364(2)

8531

408 State Highway Bldg.
Salem, Oregon

August 26, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project US-364(2)
Airport-Alberta Street Section
Cascade Highway
Traffic Signal Installation

Dear Sir:

We have today approved the P. S. and E. documents, subject project, traffic signal installation.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

orig
Baxter

FORREST COOPER

7971-539 Interstate Br. Toll 1959
Signs & Lighting
#5532

RECEIVED
FEB 5 - 1965
FOR FILING

Salem, Oregon
February 3, 1965

Mr. [illegible]
Maintenance Engineer

I attach [illegible] Rothman's January 12 report of premature [illegible] sign failures. I have instructed Oscar White at the Lab to take the following steps:

1. To determine by use of the [illegible], by means of a series of tests on signs which we know to be satisfactory, what the normal meter reading should be.

2. To establish by a further test of signs what the maximum fading should be at the end of the 10-year period. This would be primarily based on readings on material which we consider to be unfit for further use.

3. To determine by tests the readings on the signs which Rothman reports as unsatisfactory.

4. To determine where they fall in the sliding scale established under Points 1 and 2 above.

5. To give me the data which will then be turned over to the Legal Division for such action as is necessary.

6. A separate category of failure will include the [illegible] boards which are separating. They are to be worked out as a separate unit of work. He shall establish and submit for my approval a basis for determining failure of a laminated board. This will require wrestling with the problem of whether or not a board which has separated fails to deliver the sign message which it was designed to impart.

Attachment

Tom Edwards
Assistant State Highway Engineer

TE:gm

cc Forrest Cooper
[illegible] Porter
[illegible] (Enc.)
[illegible] Crandall (Enc.)
[illegible] Rothman
Oscar White

[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)

FORM E-30 50M 5-62 48806

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1965

SUBJECT:

To:

Mr. Tom Edwards
Assistant State Highway Engineer
DEPARTMENT

Herewith report on defective porcelain enamel signs completed the latter part of December 1964. This represents the second report made on defective enamel signs in 1964. I am conducting this inspection every six months.

I am submitting all copies of this report to you since no action has been taken on previous reports to enforce the warranties. Perhaps a review of our position should be taken prior to transmitting of this report to those concerned.

Please advise if any change is requested in this procedure.

Robert Bothman

R. N. Bothman
Sign Engineer

RNB:nk
attachment

cc: E. S. Hunter

FORM E-30 25M 9-61 93919

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 20, 1965

Mr. George Rohde
To: ~~Mr. Leonard I. Lindas~~
Chief Counsel
DEPARTMENT

SUBJECT: Defective Porcelain Enamel Sign Replacement

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs in accordance with the terms of the guarantee:

SECTION Portland, Ore. - Vancouver, Wash. Interstate Br. Toll Collectiong
HIGHWAY Pacific US99 I-5
CONTRACT NO. 5532 GUARANTEE NO. I
CONTRACTOR Olsen Electric

MANUFACTURER California Metal Enameling Co.
6904 E. Slauson Ave.
Los Angeles, Calif.

DATE MANUFACTURED 1960

SIGN NO. TED DWG. NO. STATION MESSAGE FAILURE REPORTED

See attached sheet

Fading and discoloration is the cause of all reported failure.

ORIGINAL SIGNED BY R. N. BOTHMAN

R. N. Bothman
Sign Engineer

RNB:nk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer Div. I

FORM E-30 25M 6-61 72215

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 20, 1965

SUBJECT: Defective Porcelain Enamel Sign Replacement

Mr. George Rohde
To: XXXXXXXXXXXXXXXXXXX
Chief Counsel
DEPARTMENT

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs in accordance with the terms of the guarantee:

SECTION Portland, Ore. - Vancouver, Wash. Interstate Br. Toll Collectiong
HIGHWAY Pacific US99 I-5
CONTRACT NO. 5532 GUARANTEE NO. I
CONTRACTOR Olsen Electric

MANUFACTURER California Metal Enameling Co.
6904 E. Slauson Ave.
Los Angeles, Calif.

DATE MANUFACTURED 1960

SIGN NO. TED DWG. NO. STATION MESSAGE FAILURE REPORTED

See attached sheet

Fading and discoloration is the cause of all reported failure.

ORIGINAL SIGNED BY R. N. BOTHMAN

R. N. Bothman
Sign Engineer

RNB:nk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer Div. I

January 20, 1965

PORTLAND, ORE. - VANCOUVER, WASHINGTON INTERSTATE BR. TOLL COLLECTING

SECTION OF PACIFIC US99 & I-5 Contract 5532

DEFECTIVE PORCELAIN ENAMEL SIGNS

SIGN NO	TED DWG NO.	STATION	MESSAGE	FAILURE REPORTED
1	15066	97+18	JANTZEN BEACH	November 1963
2	15066	97+18	TRUCKS-BUSSES CARS WITH TRAILERS	November 1963
3	15066	97+18	CARS-PICKUPS TOLL 20 CENTS	November 1963
	15066	44+50	TOLL BRIDGE 3/4 MILE	November 1963

RECEIVED
DEC 2 1963

FOR FILING

2971 552

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 15, 1963

SUBJECT: Defective Porcelain Enamel Sign Replacement

To: Mr. Leonard I. Lindas
Chief Counsel
DEPARTMENT

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs in accordance with the terms of the guarantee:

SECTION Portland Ore. - Vancouver, Wash. Interstate Br. Toll Collecting

HIGHWAY Pacific US99 & I-5

CONTRACT NO. 5532 GUARANTEE NO. I

CONTRACTOR Olsen Electric

MANUFACTURER California Metal Enameling Company
6904 E. Slauson Ave.
Los Angeles, Calif.

DATE MANUFACTURED 1960

SIGN NO.	TED DWG. NO.	STATION	MESSAGE	FAILURE

SEE ATTACHED SHEET

ORIGINAL SIGNED BY R. N. BOTHMAN

R. N. Bothman
Sign Engineer

RNB:nk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer

RECEIVED
NOV 19 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

Nov. 15, 1963

Defective Porcelain Enamel Signs Contract 5532

SIGN NO.	TED DWG. NO.	STATION	MESSAGE	FAILURE
1	15066	97+18	JANTZEN BEACH	Discoloration
2	15066	97+18	TRUCKS-BUSSES CARS WITH TRAILERS	Discoloration
3	15066	97+18	CARS -PICKUPS TOLL 20 CENTS	Discoloration
7	15066	105+35	JANTZEN BEACH	Discoloration
8	15066	105+35	TRUCKS BUSSES CARS WITH TRAILERS KEEP RIGHT	Discoloration
	15066	44+50	TOLL BRIDGE 3/4 MILE	Discoloration
*	15067	90+35	JANTZEN BEACH SHOPPING CENTER	Spalling & Excessive Fading

* Sign previously reported on May 7, 1963.

NOTED
TOM EDWARDS

RECEIVED
OCT 14 1963

FOR FILING

COMMISSION
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

5532

October 8, 1963

California Metal Enameling Co.
6904 E. Slauson Avenue
Los Angeles, California

Re: Replacement of Defective Porcelain Enamel Signs

Gentlemen:

We are advised that a porcelain enamel sign of your manufacture, located on the Portland, Ore.-Vancouver, Wash. Interstate Bridge Toll Collecting Facilities Section of Pacific Highway, Interstate 5, has proven defective as shown by excessive discoloration from normal atmospheric conditions, contrary to the provisions of your guarantee. This sign was manufactured in 1960 and was installed by Olsen Electric contractor, under Contract No. 5532, and is further identified as follows:

Message	Station
JANTZEN BEACH SHOPPING CENTER	90+35

This letter constitutes a formal demand that you replace the defective sign above designated, without expense to the State of Oregon, pursuant to your guarantee.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:ks

cc: Tom Edwards
F. B. Crandall
E. S. Hunter
R. N. Bothman
F. D. Morgan
A. E. Johnson
L. I. Lindas
Olsen Electric

NOTED
TOM EDWARDS

RECEIVED
OCT 11 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 9 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 10 1963

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 7, 1963

SUBJECT: Defective Porcelain Enamel Sign Replacement

To: Mr. Leonard I. Lindas
Chief Counsel

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs in accordance with the terms of the guarantee:

Section — Portland, Ore.-Vancouver, Wash. Interstate Bridge Toll Collecting Facilities

Highway — Pacific Highway I-5

Contract No. 5532 Guarantee No. I

Contractor — Olsen Electric

Manufacturer — California Metal Enameling Co.
6904 E. Slauson Ave.
Los Angeles, California

Date Manufactured 1960

Sign No.	TED Dwg. No.	Station	Message	Failure
	15067	90+35	JANTZEN BEACH SHOPPING CENTER	Excessive Discoloration

L. E. George

L. E. George
Sign Engineer

LEG:nk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer Div. I

NOTED
TOM EDWARDS

RECEIVED
MAY 9 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL - 8 1960
FOR FILING
7971-539
5532

A

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

July 5, 1960

~~District Engineer~~
Oregon State Highway Dept.
Salem, Oregon

Contract No. Oregpn 5532, Washington 6269
Location Vancouver-Portland Interstate Bridge

Dear Sir:

The contract of Olson Electric Company, for the above improvement was accepted by the Director of Highways on June 30, 1960. All claims against this contract must be in this office not later than August 1, 1960. Claims should be forwarded by the claimant directly to this office and not through the District Office.

Yours very truly,
WASHINGTON TOLL BRIDGE AUTHORITY
~~W. A. BUGGE~~
~~Director of Highways~~
D B Hedges
D. B. HEDGES
KRH
By: ~~W. M. BURNS~~
~~Chief Accountant~~
Executive Secretary

WAB:bln
WHB

8-14-58

NOTED
LLOYD QU

RECEIVED
JUN 22 1960
FOR FILING

5532

June 17, 1960

The Home Indemnity Company
711 Equitable Building
Portland 4, Oregon

Attention: Mr. L. M. Thompson, Mgr.

Gentlemen:

We have received notification, dated June 16, 1960, from the Secretary of State informing us that the claim of Calvin Kellar in the amount of $812.95 against Olson Electric Company, Vancouver, Wn., on our Contract No. 5532 has now been filed in his office, his File No. 3706.

A description of this claim was outlined in our letter to you of June 15.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

June 16, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from your office and filed as of this date, a notice of claim by Garver & Garver, attorneys-at-law, Camas, Washington on behalf of their client, Calvin Kellar, for labor furnished to Olson Electric Company, Vancouver, Washington, for labor consisting of painting toll collection signs and lighting fixtures on the south approach to the Interstate Bridge between Oregon and Washington, said labor consisting of 229 hours at the rate of $3.55 per hour and being in the sum of $812.95 against the bond of Olson Electric Company, principal, the sureties being unknown to the claimant. State Highway Contract No. 5532

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy of this letter.

Our file no. 3706.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo C Stephens
Public Records Section

GS:FK
Enc.

FORM E-123-X 75M 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 15, 1960

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of $812.95, received from Garver & Garver, attorneys-at-law, Camas, Wn., on behalf of their client, Calvin Kellar, for labor furnished to Olson Electric Company, Vancouver, Wn.

This appears to be in connection with State Highway Contract No. 5532 for toll collection signs and lighting on the Interstate Bridge Section of the Pacific Highway in Multnomah County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

RECEIVED
JUN 16 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

GCS

RECEIVED
JUN 17 1960
OREGON
STATE HIGHWAY COMMISSION

[illegible]
FLOYD QUERY

NOTICE OF CLAIM

TO OREGON STATE HIGHWAY COMMISSION, C. H. MAISON, auditor and FLOYD A. QUERY, secretary:

Notice is hereby given that the undersigned, Calvin Keller, has a claim for labor performed for for Olson Electric Company in regard to contract #5532. The contract was performed under the direction of the Oregon Highway Commission, said labor consisting of painting toll collection signs and lighting fixtures on the south approach to the Interstate Bridge between Oregon and Washington, said labor consisting of 229 hours at the rate of $3.55 per hour and being in the sum of $812.95 against the bond of Olson Electric Company, principal, the sureties being unknown to the Claimant. This Claim is being made for the work described above.

Calvin Keller
CLAIMANT

STATE OF WASHINGTON }
COUNTY OF CLARK } SS.

On this day personally appeared before me Calvin Keller to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of June, 1960.

Notary Public for State of Washington
Residing at Washougal, Washington

ROBERT W. GARVER, JR.

File # 3706

FILED
JUN 16 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

GARVER & GARVER
ATTORNEYS AT LAW
CAMAS, WASHINGTON

RECEIVED
JUN 16 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUN 22 1960
FOR FILING

5532

June 15, 1960

Garver & Garver
Attorneys-at-law
Camas, Washington

Attention: Mr. Robert W. Garver, Jr.

Gentlemen:

This is to acknowledge receipt of your letter, dated June 10, and the attached claim of your client, Calvin Keller, in the amount of $812.95 for labor performed for Olson Electric Company in connection with toll collection signs and lighting on the Interstate Bridge on the Pacific Highway in Multnomah County. Our records indicate this to be State Highway Contract No. 5532 with Olson Electric Company.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State, Salem, for filing.

In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

ROBT. W. GARVER
TELEPHONE 2701
ROBERT W. GARVER, JR.

GARVER & GARVER
ATTORNEYS-AT-LAW
CAMAS, WASHINGTON

June 10, 1960

Secretary
Oregon State Highway Commission
Salem, Oregon

#5532

NOT
YD QUERY

Re: Calvin Keller - Claim for Wages

Dear Sir:

Enclosed please find original and two copies of the executed notice of claim of Calvin Keller. I would appreciate it if you would file the same and notify me of such filing.

Sincerely,

GARVER & GARVER

Robert W. Garver, Jr.

Robert W. Garver, Jr.

RWGjr:jam

Enc.

RECEIVED
JUN 14 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 22 1960
FOR FILING

5532

June 15, 1960

The Home Indemnity Company
711 Equitable Building
Portland 4, Oregon

Attention: Mr. L. M. Thompson
Manager

Gentlemen:

A letter, dated June 10, 1960, with claim attached has been received from Garver & Garver, attorneys-at-law, Camas, Wn., on behalf of Calvin Keller, advising that Olson Electric Company, Vancouver, Wn., owes him for labor in the amount of $812.95.

This appears to be in connection with State Highway Contract No. 5532 with Olson Electric Company for toll collection signs and lighting on the Interstate Bridge Section of the Pacific Highway in Multnomah County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

We provide this information as your company appears as surety on the performance bond furnished with the contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

NOTED ON CARD
dc

CC:
Olson Electric Company
710 West 8th St.
Vancouver, Wn.

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

RECEIVED
JUN 22 1960
~~FOR FILING~~

5532

June 15, 1960

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of $812.95, received from Garver & Garver, attorneys-at-law, Camas, Wn., on behalf of their client, Calvin Kellar, for labor furnished to Olson Electric Company, Vancouver, Wn.

This appears to be in connection with State Highway Contract No. 5532 for toll collection signs and lighting on the Interstate Bridge Section of the Pacific Highway in Multnomah County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD
dc

RECEIVED
JUN 22 1960
FOR FILING

5532

June 15, 1960

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Building
Portland 4, Oregon

Dear Sir:

This is in reply to your letter of June 14 concerning State Highway Contract No. 5532 with Olson Electric Company for toll collection signs and lighting on the Interstate Bridge Section of the Pacific Highway in Multnomah County.

This contract was completed May 12, 1960 and accepted by the State Highway Commission June 2, 1960.

The following claims have been filed against this contract to date:

May 10, 1960 - Zenier, Athay, Jackson & Hein claim of $2,113.89 filed with Secretary of State, for engineering services rendered.

June 15, 1960 - Calvin Keller claim of $812.95 for labor furnished, forwarded to Secretary of State for filing.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

CLARENCE D. PORTER
CLAIMS ADJUSTER
1221 FAILING BUILDING
PORTLAND 4, OREGON

CA 3-2746

FIDELITY - SURETY - BURGLARY
CLAIMS EXCLUSIVELY

BONDING INVESTIGATIONS

June 14th, 1960

Oregon State Highway Commission
Highway Commission Building
Salem, Oregon

Attn - Secretary

Gentlemen:

Will you kindly advise me by return mail whether or not there have been any notices of claims filed against the contract of the Olson Electric Company of Vancouver, Washington in connection with the State Highway Contract No. 5532 covering toll collection signs and lighting on the Interstate Bridge between Portland and Vancouver.

I would also like to have you advise me the date the Highway Commission accepted the completion of this contract.

Yours very truly,

Clarence D. Porter
dp

Clarence D. Porter

CDP:DP

RECEIVED
JUN 15 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN - 6 1960
FOR FILING
9971-539

5532

June 2, 1960

Olson Electric Company
710 West 8th Street
Vancouver
Washington

Gentlemen:

The State Highway Commission at its meeting held on June 2, 1960, had under discussion your request for an extension of time to May 15, 1960, within which to complete your contract #5532 without the assessment of liquidated damages, for the toll collection signs and lighting on the Interstate Bridge, Pacific Highway, in Multnomah County.

We are pleased to inform you that the Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered, but did not necessarily adopt any of the reasons given by you for the failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: A. E. Johnson
Kenneth Wheatley
Ivan D. Merchant
R. L. Porter
C. H. Nelson

A

RECEIVED
[illegible] 1960

FOR FILING
7971-534

5532

May 12, 1960

The Home Indemnity Company
711 Equitable Building
Portland, Oregon

Attention: Mr. L. M. Thompson
Manager

Gentlemen:

Attached is a copy of a claim in the amount of $2,113.89 which has been filed with the Secretary of State (his file No. 3703), on May 10, 1960, by Williams & Alley, attorneys, on behalf of Zenier, Athay, Jackson and Hein, for engineering services furnished to Olson Electric Company. This appears to be in connection with State Highway Contract No. 5532 for toll collection signs and lighting on the Interstate Bridge on the Pacific Highway in Multnomah County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Olson Electric Company
710 West 8th Street
Vancouver, Wn.

NOTED ON CARD

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

A

RECEIVED
MAY 13 1960
FOR FILING
2971-539

5532

May 12, 1960

Williams & Alley
Attorneys and Counsellors at Law
Failing Building
Portland 4, Oregon

Attention: Mr. David R. Williams

Gentlemen:

This is to acknowledge receipt of your letter of May 9 concerning the filing of the claim of your client, Zenier, Athay, Jackson and Hein, in the amount of $2,113.89, in connection with State Highway Contract No. 5532 with Olson Electric Company.

We have received notification from the Secretary of State thatyour client's claim was filed in his office on May 10, 1960, his file No. 3703. We will note this information in our records and will advise the surety and the contractor regarding the filing of the claim.

As requested, we are attaching a certified copy of the contract and bond covering Olson Electric Company's Contract No. 5532 for toll collection signs and lighting on the Interstate Bridge in Multnomah County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
dc

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

May 10, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

NOTED
FLOYD QUERY

Dear Mr. Query:

We have received from David R. Williams, c/o Williams and Alley, Attorneys and Counsellors at Law, Failing Building, Portland 4, Oregon and filed as of this date, a notice of claim by Zenier, Athay, Jackson and Hein, a co-partnership for engineering services furnished by said co-partnership to Martha T. Olson, Hugo P. Olson, Joseph Olson, Calvin T. Olson, Clarence G. Olson, Donald O. Olson, Ellen E. Levin, Margery Thackery, Gertrude O'Bryant, and Dorothy Peterson, co-partners dba under the firm name and style of Olson Electric Company, prime contractor in the sum of $2,113.89, against the bond taken from said Olson Electric Co., principal and the Home Indemnity Company, surety for the work described as "Toll Collection Signs and Lighting on the Interstate Bridge on the Pacific Highway in Multnomah County". State Highway contract No. 5532.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo C Stephens
Public Records Section

GS:FK
Enc.

RECEIVED
MAY 11 1960
[illegible]
STATE [illegible]

JOHN D. WILLIAMS
LEONARD D. ALLEY
DAVID R. WILLIAMS

WILLIAMS & ALLEY
ATTORNEYS AND COUNSELLORS AT LAW
FAILING BUILDING
PORTLAND 4, OREGON

May 9, 1960

CERTIFIED - RETURN RECEIPT REQUESTED

Clerk or Auditor
Oregon State Highway Department
Salem, Oregon

NOTED
FLOYD QUERY

Re: Oregon State Highway Department Contract No. 5532 - "Toll Collection Signs and Lighting on the Interstate Bridge on the Pacific Highway in Multnomah County, in the State of Oregon."

Gentlemen:

Enclosed please find a duplicate notice of claim which is filed with your office pursuant to the provisions of ORS 279.528.

The original of this notice is also transmitted this date to the Secretary of State of the State of Oregon at Salem.

I have also requested of the Secretary of State by letter of this date a certified copy of the contract and bond involved herein and have transmitted an appropriate affidavit for this purpose. A copy of that affidavit is enclosed herewith.

Dorothy C.
getting

Thank you very much for your attention and courtesy in this matter.

Yours very truly,

WILLIAMS & ALLEY

David R. Williams
David R. Williams

DRW:ck
Enc.

MAY 3 1960

AFFIDAVIT

STATE OF WASHINGTON }
County of Clark } ss.

I, Philip K. Jackson, being first duly sworn, on oath do hereby depose and say as follows:

That I am a partner in the firm of Zenier, Athay, Jackson and Hein, a co-partnership, which co-partnership has a claim upon the bond furnished by Olson Electric Company, a co-partnership, incident to Oregon State Highway Department Contract number 5532 for the furnishing of engineering services supplied for the prosecution of the work described in said contract as "Toll Collection Signs and Lighting on the Interstate Bridge on the Pacific Highway in Multnomah County Oregon". That said claim is in the amount of $2,113.89, no part of which claim has been paid.

That I make this affidavit in support of my request for a certified copy of the contract and bond applicable to said claim.

/s/ Philip K. Jackson

Subscribed and sworn to before me this 5th day of May, 1960.

IRWIN C. LANDERHOLM
Notary Public for Washington
My Commission expires: April 21, 1962

NOTICE OF CLAIM

TO: THE SECRETARY OF STATE
STATE OF OREGON
SALEM, OREGON

and

THE OREGON STATE HIGHWAY DEPARTMENT
STATE OF OREGON
SALEM, OREGON

NOTICE IS HEREBY GIVEN that the undersigned, ZENIER, ATHAY, JACKSON and HEIN, a co-partnership, has a claim for engineering services furnished by said co-partnership to Martha T. Olson, Hugo P. Olson, Joseph Olson, Calvin T. Olson, Clarence G. Olson, Donald O. Olson, Ellen E. Levin, Margery Thackery, Gertrude O'Bryant, and Dorothy Peterson, co-partners, doing business under the firm name and style of Olson Electric Company, prime contractor, in the sum of Two Thousand One Hundred Thirteen and 89/100 ($2,113.89) Dollars against the bond taken from said co-partnership doing business as Olson Electric Company as principal, and The Home Indemnity Company, as surety, for the work of that certain contract number 5532 let by the Oregon State Highway Department, State of Oregon, to said Olson Electric Company, being described as "Toll Collection Signs and Lighting on the Interstate Bridge on the Pacific Highway in Multnomah County" in the State of Oregon.

Dated this 5th day of May, 1960.

ZENIER, ATHAY, JACKSON and HEIN,
a co-partnership,

By: Philip K Jackson
Partner

A

RECEIVED
MAY 11 1960
FOR FILING

7971-539

5532

May 10, 1960

Oregon State Highway Commission

Extension of Time
No. 1
June 2-3 Meeting

Gentlemen:

On September 24, 1959, the Olson Electric Company, 710 West Eighth Street, Vancouver, Washington, was awarded a contract for the installation of toll collection signs and lighting on the Interstate Bridge project, Contract No. 5532. This contract carried a fixed completion date of December 31, 1959 to co-ordinate the completion of this contract with all other construction contracts on the Interstate Bridge toll projects.

Other contracts on this project were delayed so that traffic was actually put over the East Bridge on January 8, and toll collections were started on January 10. The Olson Electric Company had its contract complete on January 8 to the point where there was no delay or inconvenience to traffic. Its failure to complete on December 31 was caused by delays in manufacturing plants for some of the materials to be erected, which, under the contract, are reasons for an extension of time. From January 8 to May 15, the extension of time is occasioned because weather conditions were not such that the painting could be done.

It is my recommendation that this extension of time requested by the contractor to May 15, 1960 be granted without assessment of liquidated damages.

This is a toll project financed by the sale of revenue bonds and is a co-operative project with the State of Washington and the Washington Toll Bridge Authority. The State of Washington and the Washington Toll Bridge Authority have concurred in the extension of time requested without assessment of liquidated damages.

Very truly yours,

IDM:mm ae

W. C. Williams
State Highway Engineer

cc to: Mr. G. S. Paxson
Mr. I. D. Merchant

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request

FOR

Extension of Time to Complete Contract

Investigation has been completed regarding the request (see reverse side) for an extension of time within which to complete the following project:

Contract No. 5532 Contractor Olson Electric Company

Highway Pacific

Section Interstate Bridge

Kind of Work Sign Lighting

It is recommended that such extension be granted as requested under the following terms and conditions:

~~That no assessment be made against the contractor for liquidated damages.~~

Delays in material supplies to the project caused by strikes and inclement weather preventing the painting of signs and sign bridges. It is recommended that the extension of time be granted without assessment of liquidated damages.

Recommended for Approval:

Lloyd P. Shaw
Division Engineer

Ivan D. Merchant
~~Construction Engineer or~~ Bridge Engineer

Ass't State Highway Engineer

Contract No.	5532
Project designation (State—Federal)	Toll
Date awarded	Sept. 24, 1959
Work started	Oct. 14, 1959
Per cent completed / Date	98% May 5, 1960
Specified completion date	Dec. 31, 1959
Previously extended to	
Extension requested to	May 15, 1960

Form E-320—3M—9-56

OREGON STATE HIGHWAY COMMISSION

Contractors Request for Extension of Time to Complete Construction Contract

Oregon State Highway Commission,
Salem, Oregon.

Date May 5, 1960

Gentlemen:

We, the undersigned, respectfully request an extension of 136 days time, from Dec. 31, 1959, to May 15, 1960, within which to complete our Contract No. 5532, described as follows:

Toll Signs & Lighting Project, Interstate Bridge

The above request is based upon the following reasons:

Additional time needed to complete the necessary painting - Additional time needed due to the inclement weather conditions.
Late delivery of ballasts from our supplier, Westinghouse Electric Supply, caused by labor difficulties in the metals industries and the steel strike (letter forwarded 1/7/60), delaying the delivery until the latter part of April 1960.

Respectfully submitted,

Olson Electric Company
Contractor

By Calvin D. Olson

CONSENT OF SURETY

Date May 5, 1960

We, THE HOME INDEMNITY COMPANY, as surety on the bond guaranteeing the completion of the contract above named and listed, hereby join in and consent to said request for extension of time, and hereby agree to remain fully bound as surety in all respects as if the latest extended date hereinabove stated had been stipulated in the original agreement.

Don Miller
Don Miller
Attorney-in-fact

Neal Atkinson Insurance Agency, Inc.

(SEAL)

Vancouver, Washington
Resident Agent

State Printing 97813

RECEIVED
APR - [illegible] 1960
FOR FILING
[illegible]
5532

A

April 7, 1960

Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Attention: Mr. D. B. Hedges

Re: Toll Collection Signs
and Lighting
Contract No. 5532

Washington Department of Highways
Transportation Building
Olympia, Washington

Attention: Mr. W. A. Bugge

Gentlemen:

On September 24, 1959, the Olson Electric Company was awarded Contract No. 5532 for Toll Collection Signs and Lighting. This contract carried a completion time limit of December 31, 1959, to coincide with the completion of other work and the beginning of toll collections on the project.

The east bridge was open to traffic on Friday, January 8, 1960, and at that time the Olson Electric Company had the toll signs and lighting contract practically complete. Because of strikes in the sign-manufacturing plant, they were unable to complete the contract on December 31, 1959.

The work remaining to be done after January 8, 1960 was the replacement of some ballasts in some of the street lighting and painting of the light poles and sign bridges.

At the present time the Olson Electric Company has requested an extension of time to April 30, 1960 in which to complete the painting and other miscellaneous work as mentioned above. I would recommend that the extension of time without assessment of liquidated damages be granted to the Olson Electric Company. May I have your concurrence in this extension.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc to: Mr. W. C. Williams
Mr. I. D. Merchant

IDM:mm ae

A

RECEIVED
MAR 18 1960
FOR FILING
7971-537

5532

March 17, 1960

L. H. Thompson, Manager
Home Indemnity Company
711 Equitable Building
Portland, Oregon

Gentlemen:

A letter dated March 14 has been received from Zenier, Athay, Jackson and Hein, Consulting Engineers, 212 West 13th St., Vancouver, Wn., advising that Olson Electric Company owes them for services rendered in the amount of $2,100. This appears to be in connection with State Highway Contract No. 5532 with Olson Electric Company for toll collection signs and lighting on the Interstate Bridge on the Pacific Highway in Multnomah County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Olson Electric Company
710 West 8th Street
Vancouver, Wn.

NOTED ON CARD
CC

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

Floyd — [illegible] sent
attached concerning
Complaint 5532. Will you
[illegible]
[illegible]

NOTED
FLOYD QUERY

Cec,
please handle

FQ

Zenier, Athay, Jackson and Hein

Formerly Howard Zenier & Associates

Consulting Engineers

HOWARD R. ZENIER, M. E.
DEAN J. ATHAY, E. E.

PHILIP K. JACKSON, C. E.
LESTER W. HEIN, E. E.

Telephones:
OXford 3-3461
BUtler 9-1433 (Portland)

212 West 13th St.
Vancouver, Washington

March 14, 1960

Oregon State Highway Department
Salem, Oregon

#5532

Bridge
Approx 99%

ATTENTION: Mr. Ted Roake, Building Engineer

Dear Mr. Roake:

You will recall that this office was employed by Olson Electric Company of Vancouver, to perform engineering services on the toll bridge job. The Olson Electric Company still owes us over $2100.00 on our bill for services rendered.

I would appreciate your informing us as to the bonding company for Olson Electric Company, and also how it is best for us to proceed with respect to the hold-back on the Olson Contract.

Best personal wishes.

Sincerely yours,

ZENIER, ATHAY, JACKSON & HEIN

Philip K Jackson

Philip K. Jackson

PKJ:pc

NOTED
C. W. HEAD

RECEIVED
MAR 21 1960

FOR FILING

7771-539

5532

A

March 17, 1960

Zenier, Athay, Jackson and Hein
Consulting Engineers
212 West 13th St.
Vancouver, Wn.

Attention: Mr. Philip K. Jackson

Gentlemen:

This is to acknowledge receipt of your letter of March 14 sent to the attention of Mr. Ted Roake in our Bridge Division, stating that Olson Electric Company of Vancouver, Wn., owes you $2,100 for services rendered in connection with the toll bridge job. Our records indicate this to be Contract No. 5532 with Olson Electric Company for toll collection signs and lighting on the Interstate Bridge on the Pacific Highway in Multnomah County.

Our Bridge Division informs us that this project is approximately 99 percent complete.

The Home Indemnity Company, through L. M. Thompson, Manager, 711 Equitable Building, Portland, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

If you wish to protect your claim for a period longer than six months following acceptance of the contract by the Highway Commission, you should file the claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the filing procedure.

In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

Enc.
CWH:fp

RECEIVED
DEC 30 1959
FOR FILING
7971-539

A

December 29, 1959

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Mr. W. A. Bugge, Director
Department of Highways
Transportation Building
Olympia, Washington

Gentlemen:

We have a contract with the Olson Electric Company for the installation of toll-collection signs and lighting. The contract completion date is December 31, and there is a penalty of $1,800 set up as liquidated damages for any overrun in time. The contract, however, provides that, "The contractor shall not be charged with liquidated damages during any delay beyond the time named for completion of the work, where the delay is caused by acts of God or of the public enemy, fire, * *."

We have been furnished with a certification by the California Metal Enameling Company of Los Angeles, who were fabricating the signs, advising that its plant was severely damaged by a fire on the fourth of December. It had promised delivery of the signs on December 14. It was not able to repair its plant and made other arrangements for the manufacturing of the signs which would, however, delay the delivery for seven days.

In our opinion, this comes within the meaning of the contract and we propose to recommend to the Highway Commission that the contract time be extended in the amount of seven days. I would request your approval of the granting of this time extension.

Very truly yours,

W. C. Williams
State Highway Engineer
By
G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. Ivan D. Merchant

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
NOV 20 1959
FOR FILING

7921-539

5532

A

November 20, 1959

Olson Electric Company
710 West 8th Street
Vancouver
Washington

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5532, awarded September 24, 1959, for toll collection signs and lighting on the Interstate Bridge on Pacific Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

RECEIVED
NOV 24 1959
FOR FILING

ALBERT D. ROSELLINI, Governor
Chairman of Authority
CLIFF YELLE, State Auditor
FRANCIS PEARSON, Chairman
Public Service Commission
ERNEST J. KETCHAM, Chairman
State Highway Commission
CHARLES HODDE, Director
Department of General Administration

STATE OF WASHINGTON

W. A. BUGGE, Director of Highways
Ex Officio Member
D. B. HEDGES
Executive Secretary of Authority

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

1971-39

5532

November 9, 1959

#5532

files

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Glen S. Paxson

Re: Vancouver-Portland Interstate Toll Bridge

Gentlemen:

We are returning herewith two copies of Contract and Bond covering contract with the Olson Electric Company for toll collection signs and lighting for the Vancouver-Portland Interstate Toll Bridge Project. The contracts have been approved by the office of the Attorney General and executed by Governor Rosellini as Chairman of the Authority and Mr. Chas. Hodde and Mr. Francis Pearson, as members of the Authority.

Very truly yours,

WASHINGTON TOLL BRIDGE AUTHORITY

D. B. Hedges
By: D. B. HEDGES
Executive Secretary

DBH:hm
Att. 2

Contract rec'd & retained
in Secty's office

de

RECEIVED
1959
ENGINEER

RECEIVED
NOV 20 1959
OREGON
STATE HIGHWAY COMMISSION

NOTED

RECEIVED
SEP 28 1959
FOR FILING

7971-539

5532

September 24, 1959

Olson Electric Company
P. O. Box 830
Vancouver, Washington

Gentlemen:

The State Highway Commission on September 24, 1959 awarded to you State Highway Contract No. 5532 for the Interstate Bridge Toll Signs and Lighting project on the Pacific Highway in Multnomah County, Oregon.

This award was based on your bid of $125,003.68 which was the low bid submitted to the Commission on September 10, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

F-318(6) Wash. Co. Line-Highlands 1959
Interch. Sec. (Partial
#5533 Viaducts)

RECEIVED
MAR 3 1961
FOR FILING

F-318 (6)

5533

T

March 2, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

You are hereby notified that a post-final payment will be made to Hannan Brothers Co., on contract #5533 for construction of partial viaducts on the Washington County Line-Highlands Interchange Section of Sunset Highway in Multnomah County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $395,191.29, including the post-final payment of $510.11. Of the total, $9,512.17 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Hannan Brothers Co.,
8410 SE Otty Road
Portland
Oregon

RECEIVED
JAN 30 1961
FOR FILING

T

F 318(6)

5533

January 20, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5533 for partial viaducts on the Washington County Line-Highlands Interchange Section of Sunset Highway in Multnomah County was completed by the contractor, Hannan Brothers Company, on November 16, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of $28,872.94 will be released to the contractor after acceptance by the Commission. The total contract amount is $394,681.18, of which amount $9,512.17 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Hannan Brothers Company
8410 SE Otty Road
Portland
Oregon

RECEIVED
JAN 17 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

F-318 (6)
5533

January 16, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

RE: Washington County Line-
Highlands Interchange
Section Partial Viaducts
Contract #5533
FAP No. F-318(6)

Dear Sir:

Hannan Brothers Company completed work on the Washington County Line-Highlands Interchange Section Partial Viaducts, Contract #5533, FAP No. F-318(6), on the Sunset Highway in Multnomah County, on November 16, 1960.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

RECEIVED
[illegible] 1960
FOR FILING

7-319(6)

5533

C O P Y

August 23, 1960

Mr. Paul C. Northrop
County Roadmaster of Multnomah County
2115 S. E. Morrison Street
Portland 15, Oregon

Dear Sir:

Reference is made to your letter of August 11 concerning the encroachment by us upon S. W. Canyon Court under the Washington County Line-Highlands Interchange Section of the Sunset Highway, Contracts No. 5503 and No. 5533. Our Assistant Metropolitan Engineer, Mr. A. V. Benedict, met with Mr. Howard Huget and Mr. A. L. Smock, of your office, on August 17. Mr. Benedict states that we have done considerably more work in this area than allowed in our agreement with you and that this work has undoubtedly injured your facility. We sincerely regret instances of this type.

Mr. Lloyd Shaw, or his Assistant, has been instructed to contact you and go over the situation item by item and make such corrections as will be reuired to remedy the damage already incurred and to prevent further damage to this facility. You will be contacted in the very near future.

I am extremely sorry for our action and assure you we will make restitution.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Lloyd Shaw
Mr. C. G. Swenson

FBK:fp er

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Portland, Oregon

August 18, 1960

SUBJECT: Washington Co. Line-Highlands
Interchange Section
Sunset Highway
Contracts: 5503 and 5533
Prefix: 26-1029 and 26-1033

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Fred Klaboe

This is in reply to your letter of August 16, 1960, assignment #31-K, regarding Mr. Paul C. Northrup's complaints about encroachment by us upon S. W. Canyon Court and his concern about drainage. I am attaching a copy of a memo to files which gives a rundown of our meeting with Mr. Huget yesterday.

It appears that we entered into an agreement with Multnomah County on March 30, 1959, then promptly revised our plans without amending the agreement with Multnomah County. Mr. Northrup probably has a well-founded claim on the encroachment, but it appears to me that this would need to be the subject of negotiations to be conducted by the County-City Relations Engineer. Mr. Huget reports that Mr. Northrup is quite disturbed about the matter.

Other items covered in the complaint are explained in the memo to the files. I trust that this correspondence and the recommendations indicated in the memo will serve as an answer to your letter.

A.V. Benedict
A. V. Benedict
Assistant Metropolitan Engineer

AVB/lh
Encl.
cc: Ivan Merchant
Lowell Johnston
Robert Shotwell

CONSTRUCTION DIVISION
RECEIVED
AUG 19 1960
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE CDE

FORM E 30X [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Portland, Oregon
August 17, 1960

To: Memo to the Files

SUBJECT: Washington Co. Line-Highlands
Interchange Section
Sunset Highway
Contract No. 5503 - 5533

At 2:00 P.M., this date, Bruce Boyd and myself met with Mr. Howard Huget and Mr. A. L. Smook of the Multnomah County Roadmaster's office on Canyon Court.

Mr. Huget stated that the County Roadmaster's office was very unhappy about the State's handling of this project and made no secret of their intention to turn the road over to the State Highway Department permanently for maintenance. Mr. Huget states that the agreement which the County Commissioners signed contains no indication that either structure was to overhang Canyon Court, or that the County's gravity wall was to be interfered with in any way. In searching their files they find no correspondence indicating our intention to alter these plans.

Our copy of the agreement shows plans conforming to our grading plans. In checking the copy from Division I files we find it shows plans supporting Mr. Huget's statement. Mr. Broadwell's weekly reports indicate that during the week the agreement was signed our crews were doing field work on a revised line.

Mr. Huget's complaints are as follows:

1. Overhang of Canyon Court as above.
2. Cutting of concrete gravity wall for columns without County's consent.
3. Damage to and cracking of gravity wall. The wall was supported through last winter by struts.
4. Drainage conditions caused by running deck drainage from the structure through holes cut in the gravity wall and terminating above the Canyon Court pavement on the high side of the super.

5. Encroachment of fills onto the Canyon Court pavement between Stations 129 and 133 + 50 and at Station 134 ±.

6. Damage to pavement, curbs, etc., by contractor's equipment.

7. General plugging of drainage by contractor, covering of pipes, inlets, etc.

Recommendations:

a. Pick up deck drains on west partial viaduct by placing corrugated metal pipe in slope behind columns and divert water into storm sewer system.

b. Pick up drainage from perforated drains buried in slopes and protruding from slopes. (Most of these were in existence before present construction.)

c. Observe gravity wall through the coming winter for signs of distress. Bridge deck may dry up slopes sufficiently to avoid further trouble.

d. Realign Canyon Court between Stations 129 and 133 to move away from slope. Pave gutter on highway side to catch slope drainage.

e. Build 50 - 60 ft. of wall at Station 134 to retain fill at corner of bridge.

f. Inspect pipes and inlets for proper functioning and any alterations, etc., not the responsibility of the contractor.

Contractor will be required to clean pavement and ditches, clean up debris, etc., before acceptance of his project.

A. V. Benedict
Assistant Metropolitan Engineer

AVB/lh
cc: Tom Edwards
I. D. Merchant
L. A. Johnston
R. E. Shotwell

8-18-60--
Further inspection indicates that a paved gutter on Canyon Court would pick up the water from the deck drains in lieu of the corrugated metal pipe indicated in "a" above.

Salem, Oregon
August 16, 1960

Washington Co. Line-Highlands
Interchange Section
Sunset Highway

Mr. Lloyd Shaw
Metropolitan Engineer
State Highway Department
Box 4699, Sellwood Station
Portland 2, Oregon

Enclosed find a copy of a letter from Mr. P. C. Northrup, Roadmaster, Multnomah County, concerning an encroachment by us upon S. W. Canyon Court.

Mr. Northrup is rightly concerned with a matter of drainage in this area. He requests immediate attention to the drainage problem and that a complete explanation be furnished him so that it may be submitted to the Board of County Commissioners. This matter must be expedited.

Please therefore make the immediate investigation required and forward your findings and recommendations to this office for transmittal to the Multnomah County Commissioners.

Tom Edwards
Construction Engineer

By

F. B. Klaboe
Field Construction Engineer

FBK:fp

Enc.

J B

COMMISSIONERS
M. JAMES GLEASON
AL. L. BROWN
JACK BAIN

COUNTY OF MULTNOMAH
BOARD OF COUNTY COMMISSIONERS

PAUL C. NORTHROP
ROADMASTER AND ENGINEER

DIVISION OF ROADS AND BRIDGES
2115 S.E. MORRISON
PORTLAND 14, OREGON
CA 7-8441

August 11, 1960

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Upon reviewing the construction taking place on the Washington County Line-Highlands Interchange Section of the Sunset Highway, we noted discrepancies in the final construction as opposed to that set forth in the Agreement entered into March 30, 1959 between the State Highway Department and Multnomah County; e.g., the State is encroaching upon S.W. Canyon Court with their structure and there is a question as to the manner in which some of the drainage is to be handled.

A search of our files has failed to reveal any request from the State Highway Department for permission to make these changes - or that we ever were advised the changes were being made on this section as it effects County roads.

In view of these circumstances, we request that this matter be given your immediate attention and a complete explanation furnished us so that we may submit it to the Board of County Commissioners who are quite critical of this action.

Yours very truly,

P. C. NORTHROP
Roadmaster

PCN:eb

WCW

cc Edw.
Expedite

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AUG 12 1960
OREGON
STATE HIGHWAY COMMISSION

CONSTRUCTION DIVISION
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AUG 12 1960
NOTED- ☐ ☐ ☐ ☐ ☐

R/P

RECEIVED
AUG 12 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
– 3 1960
FOR FILING

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5530

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 2, 1960

SUBJECT: Washington Co. Line-Highlands
Interchange Section
Sunset Highway

To: MEMO TO THE FILE

Bureau of Public Roads Highway Engineer W. H. Schwiesow has contacted this date with reference to performing approximately 1,500 cubic yards of grding between "L" Line Station 144 and Station 146. This area is an area wherein there exists a conflict between the contractor on this project and the contractor for the viaduct project adjacent. In order to construct said viaduct this grading must be first accomplished. The grading contrctor has attempted to remove the necessary excavation using normal excavaing methods; however, this earthwork is now too soft due to the recent rains to be handled with normal excavation equipment. Special equipment such as the drag line and trucks will have to be used if the grading is to be performed at this time.

This contractor has, therefore, stated that he expects additional compensation for the work if he is required to do it at this time. The deivision engineer informs me that by waiting until about June to do the excavation, he could do it by using normal methods; however, if this grading is delayed until June the viaduct contractor would have to shut down his construction until some time after June and the eventual result could be a delay in the completion of this section until the year 1961.

Mr. Schwiesow was therefore requested to approve the handling of this excavation by means of an Extra Work Order in order to expedite the projects. He hs indicated Bureau of Public Roads' approval of this method of handling the excavation.

F. B. Klaboe
Field Construction Engineer

FBK:law

cc: Forest Cooper
Lloyd P. Shaw
C. G. Polk

RECEIVED

1-318(6)

5533

F 318(6)

When replying, refer to:
08-35.4-DA

408 State Highway Building
Salem, Oregon

November 2, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-318(6)
Washington County Line-Highlands
Interchange Section - Sunset Highway
P.A. #3 dated October 20, 1959

Dear Sir:

We are approving subject price agreement for the reason that the possible need for such materials was stated in the Special Provisions for the contract.

In the future, when there is reasonable doubt that acceptable backfill materials will be available from roadway excavation, serious consideration should be given to the inclusion of a covering bid item.

Very truly yours,

C. G. Polk
Division Engineer

NOTED

A

RECEIVED
OCT 23 1959
FOR FILING

F-318(6)

5533

FORM 2-125

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

October 28, 1959

Hannan Brothers Company
8410 SE Otty Road
Portland
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

Contract #5533, awarded September 24, 1959, for partial viaducts on the Washington County Line-Highlands Interchange Section of Sunset Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do
Encl.

RECEIVED
[illegible] 1959
FOR FILING

F-318(6)

5533

When replying, refer to
08-35.440

408 State Highway Bldg.
Salem, Oregon

September 24, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5533 for Oregon Project F-318(6), Washington County Line-Highlands Interchange of the Sunset Hwy. Partial Viaducts, to Hannan Bros. Co. of Portland, Oregon, low bidder in the amount of $381,705.53 at the September 10, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

[illegible]

RECEIVED
SEP 28 1959
FOR FILING

F-3170

5533

September 24, 1959

Hannan Brothers Company
8410 S. E. Otty Road
Portland 66, Oregon

Gentlemen:

The State Highway Commission on September 24, 1959 awarded to you State Highway Contract No. 5533 for construction of partial viaducts on the Washington County Line-Highlands Interchange Section of the Sunset Highway in Multnomah County.

This award was based on your bid of $381,705.53 which was the low bid submitted to the Commission on September 10, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
L. D. Merchant

RECEIVED
AUG [illegible] 1959
FOR FILING

When replying, refer to
F 318(6) 08-35.6

408 State Highway Bldg.
Salem, Oregon

August 26, 1959

5532

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project F-318(6), Washington County Line-Highlands Interchange Section of the Sunset Highway in Multnomah County (partial viaducts).

This approval is given subject to your making any corrections or revisions which may be necessary following our further review of the plans.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

orig Porter

NOTED
FORREST COOPER

I-80N-2(15) Stebco-Dodson Sec. of Col. 1959
27 R. Hwy. (Power Line Reloc.)
#5534

FORM E-123X 50 M 6-67

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
DAVID B. SIMPSON, MEMBER
PORTLAND
FRED [illegible]
PENDLETON

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
APR 20 1968
FOR FILING

I-80N-2(15)27

April 11, 1968

Mr. K. W. Kirby, Director
Dept. of Records & Assessment
Hood River Courthouse
Hood River, OREGON 97031

Re: State of Oregon v. City
of Cascade Locks
Hood River Circuit Court
Case No. 5231
Our file: L-4110

Dear Mr. Kirby:

Enclosed for filing in the above entitled case is Satisfaction of Judgment. Kindly file same, giving us the filing date on the enclosed postal card.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

JACK L. SOLLIS
Staff Attorney

rh
Encls.

cc: Mr. Wayne C. Annala
Mr. Eugene L. Marsh
✓Mr. Forrest Cooper
Mr. G. E. Rohde

NOTED
FORREST COOPER

[illegible]
APR 12 1968
FORM 2-90X—50M—7-66

FOR FILING

I-80N-2(15)27

[illegible]

SP*23657-734

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 11, 1968

SUBJECT: State vs. City of Cascade Locks
Our File L-4110
Judgment Payment

To: Mr. C. H. Maison
Controller

Building

Attached hereto is Hood River County check No. 2715 which is a $5,000.00 payment on the Judgment against the City of Cascade Locks in the above entitled case.

According to our records this is the final payment on the $27,500.00 Judgment which we obtained against the City of Cascade Locks in 1964.

FRANK C. McKINNEY
Assistant Counsel

FCMcK:ks
attachment - check No. 2715

cc: Forrest Cooper
R. L. Porter
G. E. Rohde

NOTED
FORREST COOPER

[illegible]

RECEIVED
APR 18 1967

[illegible] (15) 29

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SP*23657-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 13, 1967

To: Mr. C. H. Maison
Controller
Accounting Division
Building

SUBJECT: Our File L-4110
State of Oregon vs. City of
Cascade Locks

Attached hereto please find a check for $5,000 as a payment on the Judgment in Circuit Court Case No. 5231, State Highway Commission vs. City of Cascade Locks.

G. E. ROHDE
Chief Counsel

GER:JLS:ja
Attachment
Check No. 1551 in
amount of $5,000

cc: Forrest Cooper
Frank C. McKinney

NOTED
FORREST COOPER

RECEIVED
APR 13 1967
FOR FILING
I-80N-2(15)27

K. W. KIRBY
DIRECTOR
V. ROUTSON
CHIEF DEPUTY, RECORDS
R. PATTERSON
CHIEF DEPUTY, ASSESSMENT

HOOD RIVER COUNTY

DEPARTMENT OF RECORDS & ASSESSMENT
HOOD RIVER COUNTY COURTHOUSE
HOOD RIVER, OREGON 97031
386-1442

5231

Mason
Rohde

April 11, 1967

Oregon State Highway Commission
State Highway Bldg.
Salem, Oregon 97310

Gentlemen:

Herewith our check #1551 for $5,000.00, payment on the Judgment entered in Circuit Court case #5231, State of Oregon by and through its State Highway Commission, vs City of Cascade Locks.

Yours very truly,

K. W. Kirby, Director
Dept. of Records & Assessment

by V. Routson, Deputy

Orig to Rohde
copy to Mason
4-12-67

4-12-67
Check # 1551
for $5,000 sent
to Acct. Div.

[illegible]

RECEIVED
APR 13 1967
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 25 1966
FORM E-20X 50M 3-63 49908
FOR FILING
I-80N-2(15)2
5534

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
April 21, 1966

To: Mr. C. H. Maison
Controller

SUBJECT: State vs. Cascade Locks
Case No. 5231
Our File L-4110

Building

Please find attached hereto check No. 0574 in the sum of $5,000.00 from Hood River County. This constitutes further payment on behalf of the City of Cascade Locks on the judgment which the state obtained against the City for the relocation of utilities within highway right of way.

The original judgment was in the sum of $27,500 and according to my records the City has now paid the sum of $17,500, including the attached check.

I have been advised you carry a special account for this money and that no outside billing request is necessary.

FRANK C. McKINNEY
Assistant Counsel

FCMcK:ks
attachment - check

cc: Forrest Cooper
R. L. Porter
F. B. Klaboe
Ted Litchfield
G. E. Rohde

NOTED
FORREST COOPER

NOTED
FORREST COOPER

RECEIVED
MAY 3 - 1965
FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

I-8ch-2(15)27

5534

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

April 30, 1965

Mr. D. E. Imbler
County Clerk
Hood River County Courthouse
Hood River, Oregon

Re: State vs. Cascade Locks
Case No. 5231
Our File L-4110

Dear Mr. Imbler:

I have for reply your letter of April 28, 1965, and herewith wish to acknowledge receipt of your check No. 11356, in the sum of $5,000.00, as a partial payment by the City of Cascade Locks on the judgment entered in the above case.

Yours very truly,

G. E. ROHDE
Chief Counsel

By

FRANK C. McKINNEY
Acting Assistant Counsel

FCMcK:ks

cc: Forrest Cooper
R. L. Porter
C. H. Maison
G. E. Rohde

RECEIVED
MAY 3 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

STATE COPY

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. 8-29	FO R-2 (RE :64) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ATE **Oregon**
		COUNTY **Multnomah**
PROJECT REPORT NO. I-80N 2-(15) 27 5534	**FEDERAL-AID PROJECT AGREEMENT** *(PPM 21-7)*	PROJECT NO. **I-80N-2(15)27**

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 30, from 1 Mi. W. Multnomah Falls, W.

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING		▨
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		▨
CONSTRUCTION	7-2-59	3.317
OTHER *(Specify)*		

FUNDS

ESTIMATED TOTAL COST OF PROJECT $ 50,663.00

FEDERAL FUNDS $ 21,300.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Asst. State Highway Engineer
(Title)

By
(Title)

By
(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By A. W. Parsons
(Division Engineer)

By: L.R. Backlund
L. R. Backlund, Administrative Mgr.

Date executed by Division Engineer August 4, 1964

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK (all projects except those under an approved Secondary Road Plan). The State, through its highway department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. SECONDARY ROAD PLAN PROJECT. The State highway department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

3. HIGHWAY PLANNING PROJECT. The State highway department will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Bureau of Public Roads.

4. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the seventh fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

5. PROJECT FOR PRELIMINARY ENGINEERING. In the event that actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the highway department under the terms of this agreement.

6. INTERSTATE SYSTEM PROJECT. (a) The State highway department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

7. PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT. (a) This project, authorized pursuant to 23 USC 115, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway department, and approval thereof by the Bureau of Public Roads, any Interstate funds apportioned to the State under 23 USC 104 subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

8. STAGE CONSTRUCTION. The State highway department agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation.

9. BOND ISSUE PROJECT. (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 USC 122, for retiring maturities of the principal indebtedness of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by PPM 21-9, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the highway department for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

10. PARKING REGULATION AND TRAFFIC CONTROL ON MAJOR CITY STREET PROJECTS. The State highway department will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the municipality, referred to in paragraph 13, without the prior approval of the Bureau of Public Roads.

11. SIGNING AND MARKING. The State highway department will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 USC 109(d).

12. MAINTENANCE. The State highway department will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement, in accordance with 23 USC 116.

NONDISCRIMINATION PROVISION

13. The State highway department hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the President's Committee on Equal Employment Opportunity, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following:

July 20, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Steboo-Dodson Section, Project No. I-80N-2(15)27.

We are also forwarding three copies of Final Judgement Case No. 5231 by The Circuit Court of the State of Oregon, which orders the City of Cascade Locks to the State Highway Commission the sum of $27,500.00 as a reasonable cost for the relocation of the City's power poles and lines, and three copies of agreement between the State of Oregon and the City of Cascade Locks, dated April 13, 1964, covering method of payment of the court judgement.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:kc

Oregon State Highway Department

Federal Aid
Project No. I-80N-2(15)27

STEBCO-DODSON SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 20, 1964

Type Code X007
Relocation of Cascade Locks City Power Lines (Sta. 1181+50 to Sta. 1332+35)
(Sta. 1430+50 to Sta. 1455+25)

Alternate "A" (All New Material) (Contract No. 5534)

Construct Service Road	All Required	$ 7,500.00
Construct Power Line	All Required	37,358.00
	Total Alternate "A"	$44,858.00
Felling Danger Trees	All Required	$ 1,000.00
Flagging (57½% of Contractor's Cost)	All Required	200.00
		$ 1,200.00
(Using Alternate "A")	Subtotal	$46,058.00
	10% Engr. & Cont.	4,605.00
	Total	$50,663.00

Length of Project - - - - - - - - - - 3.317 Miles

Federal Funds -	$21,300.00
State Funds -	1,863.00
City Funds -	27,500.00*
	$50,663.00

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds For Maint.: Chap. 529, Laws 1939.

* Payment by City of Cascade Locks per Circuit Court Final Judgement, Case No. 5231.

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COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

I-[illegible]7

5534

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 21, 1961

Mr. Wayne G. Annala
Attorney at Law
Hall Building
Hood River, Oregon

Re: Power Line Adjustment
Stabco-Dodson Section
Columbia River Highway

Dear Wayne:

This is to confirm our telephone conversation of this date giving the City of Cascade Locks additional time in which to answer my letter of November 16, 1961.

As per your telephone conversation, the regular City Council meeting will be held December 11th and the City may have until that date to consider this matter.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
GLEN V. SORENSEN
Staff Attorney

GVS:ks

cc: Forrest Cooper
L. E. Young
Al Johnson
Tom Edwards
C. H. Maison
L. I. Lindas
F. C. McKinney

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FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

I-80N-2(15)27
5534

November 16, 1961

Mayor and Council
City of Cascade Locks
Municipal Building
Cascade Locks, Oregon

Re: Power Line Adjustments
Stabco-Dodson Section
Columbia River Highway

Gentlemen:

On February 17, 1961, Mr. Lindas, Chief Counsel, wrote to you requesting payment for the adjustment of your facilities made necessary by the construction of the above-entitled section of highway. Attached to his letter was a duly verified claim for $51,075.50.

Since that time there has been various discussions as to possible settlement of this claim, but nothing concrete has ever been submitted to this office. This matter has been dragging for a considerable time and I have been instructed and authorized to file an action against the City to recover the full amount of the above mentioned claim unless you submit an offer of settlement within 14 days. As you know, the Highway Department is anxious to avoid litigation and will consider any bona fide offer of settlement.

I also wish to inform you that there will be another claim made against the City in the approximate sum of $26,000 for adjusting certain of your other facilities.

Yours very truly,

L. I. LINDAS
Chief Counsel

By

GLEN V. SORENSEN
Staff Attorney

GVS:ks

cc: Wayne Annala
Forrest Cooper
L. H. Young
Al Johnson
Tom Edwards
C. H. Maison
L. I. Lindas
F. C. McKinney

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NOV 17 1961

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
November 13, 1961

To: **MEMO TO THE FILES**

SUBJECT: Cascade Locks City Light Line
Stebco-Dodson and Dodson-
Bonneville Section
Columbia River Highway
Multnomah County

This writer met with Mr. McDon Bonta, Manager of City Light in Cascade Locks on November 8, 1961 to discuss the matter of payment for the relocation of City Light lines which was done by the Highway Department. It is the contention of the City Council that they should not have to pay for the cost of the required relocation, but, in the interest of a settlement, they would offer to pay the value of the betterment minus any additional maintenance costs incurred due to the location of the new line.

They have had outages caused by limbs and trees on the line in three areas: on the south side west of Tanner Creek (known locally as "Wee Cove"); on the south side in the vicinity of the Warrendale Interchange structure; and along the old highway between Oneonta and Multnomah Falls. They have good records of the outages; the cause, date, location, cost of repair, and length of time out of service is well documented and easily obtainable from their records. It is the contention of the City that more outages have occurred in the relocated areas since the lines were moved than was experienced prior to the moves. My cursory examination of the outage list did not substantiate this contention, but I could be in error.

There has been a definite advantage to the City in that they have received a new line where they had facilities which were 10 to 25 ± years old. It is this betterment that they feel that they are obligated to pay, minus, of course, the extra costs mentioned in the previous paragraph. The City has records of the age of their facilities which can be used to determine this betterment. The average pole line life used in their system is 30 years.

At no time was it intimated that the State would settle for anything less than full reimbursement for the actual costs incurred.

The City has recently changed City Attorneys, and the new attorney is still in the process of becoming familiar with the situation. It is expected that he will make his recommendation to the City Council in about 2 weeks, at which time the Council will take official action in this matter.

CHB:fp
cc Forrest Cooper ✓
L. I. Lindas
A. E. Johnson

Tom Edwards
Construction Engineer
By
C. H. Baker
Ass't. Field Construction Engineer

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OFFICE OF
STATE HIGHWAY ENGINEER

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NOV 15 1962
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5534

November 13, 1962

COMMENTS ON LETTER FROM CASCADE LOCKS:

Paragraph 4, page 2: There are no traffic signals on the highway in question. There is, however, illumination at the Dodson and Bonneville Interchanges, but none at Bridal Veil or Warrendale.

Paragraph 5, page 2: Tanner Creek Crossing and the relocation within the Bonneville Interchange was Unit 3 of the Dodson-Bonneville job, and was 100% State expense.

Paragraph 1, page 3: We have no copies of any estimate which show the breakdown between line construction and clearing, except a very preliminary estimate which shows a total of $1,000. This is much too low -- an estimate of $8,000 would be more nearly reasonable.

The City clears as much right of way as they are allowed by the Columbia Gorge Commission and the Highway Department. The width of clearing used on this job was that requested by Bonta of City Light.

Paragraph 2, page 3: The City has been informed that they may, if they desire, place cable or other barricades across the access roads at Benson Park. These roads are now used by the State Fish Commission and by the general public. The accesses between Warrendale and Bonneville are of the locked gate type, and these are definitely not for public use.

Paragraph 3, page 3: There is no difference in the need for relocation in the various sections of line, and the claim that the Dodson-Bonneville Section should not be charged is without visible foundation.

Paragraph 5, page 3: The man is comparing construction cost to assessed value; the assessed value in Hood River County is 25% of true cash value. This would make the figure quoted by Mayor Carlson $1,927,820.

Paragraph 6, page 3: There will be no further development in the areas between interchanges, but no services were removed in these areas. There is the argument that the freeway construction will put downtown Portland within 45 minutes of this area, and that the freeway construction will help and not hinder development around interchanges. The big complaint of City Light is that the mill at Bridal Veil has closed -- but this had nothing to do with highway construction.

NOTED
R. L. PORTER

GENERAL COMMENTS: An estimate made by Bonta of City Light is that it would have cost the City about $50,000 to $55,000 to do the same job that we did. This matches very closely an estimate made by this writer on the same basis.

The matter of value of improvements is most difficult to resolve. We replaced a large amount of pole line which was constructed in 1949 and a smaller amount which dates from about 1937 or 1938. The conductor on these lines does not depreciate unless disturbed, such as a relocation would do, but the poles would have a normal average life of 25 or 30 years. The value of the increase in pole life is partially offset by the damage to the conductor, so I would estimate that the value of the total improvements would be between $15,000 and $20,000. This does not take into account the value of materials salvaged and delivered to City Light, nor any improvement or detriment caused by the clearing.

C H Baker

C. H. Baker
Assistant Field Construction Engineer

CHB:bjh

cc: R. L. Porter
L. I. Lindas
F. C. McKinney

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NOV 14 1962
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STATE HIGHWAY ENGINEER

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MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

I N-2(15)17

5534

November 7, 1962

OREGON STATE HIGHWAY COMMISSION

Re: Proposed Settlement
State of Oregon vs.
Cascade Locks
L-4110

Gentlemen:

I forward you herewith a copy of a proposed settlement directed to this office by Mr. John Carlson, Mayor of the City of Cascade Locks.

As you recall, it was necessary for the State Highway Department, in the construction of a portion of the Columbia River Highway, to move certain power poles located on the then existing right of way, which poles and lines were the property of the City of Cascade Locks who operate their own power company.

The claim of the department was in the sum of $71,185.36. The City of Cascade Locks is offering a proposed compromise settlement in the sum of $25,000 in this matter, based upon several items all of which are covered in detail in their letter to me, a copy of which is attached.

On the face of it there appears to be some merit to some of the excuses they have submitted in mitigation of the amount of money for which we are suing, and after

NOTED
G. S. PAXSON

I have had a chance to fully review and investigate these matters, I will be prepared to submit a recommendation in connection therewith at the next Commission meeting.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:dc
Encl.
cc: Forrest Cooper
G. S. Paxson
P. M. Stephenson
R. L. Porter
Tom Edwards
Floyd Query
C. H. Maison
Robert Y. Thornton
John Phillips
I. A. DeFrance

City Light CASCADE LOCKS, OREGON

Bonneville Dam Power • Nature's Finest Water
Both Municipally Distributed

October 26, 1962

Mr. L. I. Lindas, Chief Counsel
State Highway Department
Salem 10, Oregon

Attention: Frank C. McKinney

Re: State of Oregon vs. Cascade Locks - Your File L-4110

Dear Sir:

This will acknowledge receipt of your letter of August 31, 1962, together with a copy of the amended complaint in the above entitled case, together with the final tabulation.

After considerable study, we are prepared to submit on behalf of the City of Cascade Locks a proposal of settlement.

According to the records and file of the City of Cascade Locks, on January 5, 1950, the Oregon State Highway Commission granted a permit to the city to construct a power pole line upon and along the southerly side of the Columbia River Highway between Didson overcrossing and Warrendale, and on March 16, 1951, the Oregon State Highway Commission granted a permit to the City of Cascade Locks to construct a power pole line along the northern side of the Columbia River Highway between Multnomah Falls and Oneonta Creek.

At the time these permits were granted, the Oregon State Highway Commission was in the process of relocating the Columbia River Highway between Troutdale and Bonneville on a water grade and apparently it was not contemplated within a short period of time the Columbia River Highway would be designated as a freeway with the construction of additional lanes of traffic.

At the time the permits were granted by the State Highway Commission to the City of Cascade Locks, the records of the city indicate that the Highway Commission was desirous of acquiring title to certain property near Herman Creek from the city, and it is the impression of some of the councilmen holding office at the time the conveyance of the right of way to the Oregon Highway Department was given in consideration of permanent easements for power line, and that there would be no possibility on the part of the city to pay the cost of moving the power line in the event the water grade highway was widened to four lanes. This impression is borne out by a resolution adopted by the council on January 8, 1951, and Ordinance No. 33 adopted by the council April 9, 1951, copies of which are hereto attached and made a part hereof.

Apparently in 1951 the council did not realize that the permits issued by the Oregon State Highway Commission reserved to the Commission the right to require the removal of the pole line and the relocation thereof in the event of widening the highway. Therefore, at this time, we are not making any legal claim as a result of the action by the council in 1951, but we believe it is worth consideration in the settlement of this matter.

Referring to the final tabulation submitted with your letter of August 31, 1962, and all contract documents which you have supplied us, we find that there were two sections, namely, Stebco-Dodson (1) and Dodson-Bonneville (2), and that the total cost of Stabco-Dodson section is $49,593.6 and the total cost of the Dodson-Bonneville section is $21,[illegible].26, making a total cost for all work of $71,185.36.

Mr. Eugene E. Marsh, one of the attorneys for the City, personally viewed the premises where the power line was constructed, and from such view and a study of all the available documents, it appears that the situation involves an unusual and hardship case. Mr. Frank C. McKinney and Mr. Curtis H. Baker of the Highway Department accompanied Mr. Marsh on the view of the premises and explained the work in detail.

The Columbia River runs through a gorge in the Cascade Mountains, and there is a narrow stip of land between the river and the steep mountainside upon which is located the Union Pacific Railroad right of way, the Columbia River freeway, and utilities providing service to businesses and inhabitants along the highway. It is necessary to maintain the utilities along the highway, not only for the inhabitants, but for operation of highway traffic signals.

With particular reference to Dodson-Bonneville section, where the Columbia River Highway now crosses Tanner Creek, in order to provide proper access to the Bonneville Hatchery and the Bonneville Dam, extensive widening of the highway was required with an under pass. Practically all of the area between the river and the mountain in this section require grading, thereby resulting in the power line to be placed several feet above the highway level on the mountain side. Therefore, it seems to the writer that the relocation of the power pole line was a mere incident to the highway construction, when one considers the tremendous work involved in the Dodson-Bonneville Highway changes and improvements.

An examination of the bids on both sections indicate that the bids generally were taken on a lump-sum basis rather than on a unit-cost basis, and there is no breakdown to show the actual cost of the clearing of the right of way and the actual cost of the wire, poles and the placement thereof.

It is our understanding that all parties agree that the cost of the clearing of the power pole right of way may have involved as much money as the cost of wire and poles and the placement thereof. At least, we know that the City of Cascade Locks could never afford to pay as much as was done in this case for clearing a pole line right of way. We have no complaint to make as to the manner in which the clearing was done, or the cost thereof, except to say that it is economically unfeasible for the City of Cascade Locks to pay that much for clearing.

We submit that the construction of the service roads along freeways is for the general public and for future development of the area along the freeway. The service roads are not private roads, but public roads.

As to the Dodson-Bonneville section, it seems to us, because of the many problems involved in widening the highway, that no part of the cost of replacement of the power line in this section of the highway should be charged to the City of Cascade Locks.

As to the Stabco-Dodson section, the successful bid amounted to $44,858.00, of which $37,358.00 was for construction of the powerline, and approximately 40% thereof was expended on clearing right of way. The total cost of this section amounted to $49,933.10, and it seems in all fairness the city should not be charged for more than one-half of the Stebco-Dodson section.

According to the 1960 census, Cascade Locks had a population of 659 people and an assessed valuation of $481,955. A claim of $71,185.36 is too great for such a small community to bear.

Cascade Locks has been providing electrical service to the city and along the Columbia River from Cascade Locks to Bridal Veil. The creation of the freeway has eliminated several customers, and it is doubtful as to any additional customers because of the limited access to the Columbia River Highway.

At the time the City was requested to remove its power pole line, it had no funds on hand to pay the cost thereof, except by issuing revenue bonds, pledging the receipts of the electrical system, after approval by the vote of the people. The City's Light Department is now in better financial condition that it was two or three years ago, but available funds on hand are committed to replacement reserves, line extensions and improvements which work is presently being performed.

In the event the City was required to pay the entire claim, it works a tremendous hardship upon this community, and it would eliminate necessary improvements and additions to the electrical system for many years. An increase in power rates would be impractical because the Bonneville

Power Administration must approve any increase in rates. In the event of a judgment, it would be problematical when payment could be made. We submit that the city is justified in the offer made herein because of the tremendous hardship and because of the peculiar topography.

Therefore, on behalf of the City of Cascade Locks, we respectfully make the following offer:

(1) That a stipulation be entered into between the City and the State Highway Commission in the above entitled case entering judgment in the amount of $25,000.00, without interest, neither party to recover costs and disbursements.

(2) That the stipulation further provide that payment of the judgment shall be made at the rate of $2500.00 per year, without interest. The first payment to be made immediately upon the entry of the judgment.

This offer is made as a compromise of a disputed claim and shall not be construed as an admission by the City of any liability whatsoever.

Very truly yours,

CITY OF CASCADE LOCKS

By J.N. Carlson
John N. Carlson, Mayor

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Forrest Cooper

COMMISSIONERS
M. K. McIVER, CHAIRMAN
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KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

I-80N-2(15)27
5534

February 17, 1961

Mayor and Council
City of Cascade Locks
Municipal Building
Cascade Locks, Oregon

Re: Power Line Adjustments
Stabco-Dodson Section
Columbia River Highway

Gentlemen:

On April 9, 1958, Mr. DeSouza of this office wrote to you requesting that certain parts of your existing power line between Highway Engineer's Stations 1181 and 1255 be relocated to conform to the planned highway construction. On June 18, 1958, Mr. DeSouza wrote to you requesting relocation of parts of your existing power line between Stations 1257+50 and 1331 and between Stations "D" 1429 and "D" 1452. On December 10, 1959, Mr. DeSouza again wrote to you requesting that one of your poles near Highway Engineer's Station 1467+50 be relocated.

Although you were requested to relocate your facilities as set forth in Mr. DeSouza's letters of the dates given above, you failed and neglected to do so. Because of your refusal to relocate the facilities, the Highway Commission had no choice but to relocate the facilities so that the highway construction could proceed on schedule. The position of the Highway Commission is, that as these facilities were located on public right of way, it was your obligation to relocate these facilities, at your own expense, when they conflicted with highway construction.

The costs directly attributed to and reasonable value of the services performed in relocating the facilities between Highway Engineer's Stations 1181+00 and 1331+00 and from Stations "D" 1492 to "D" 1452, is the sum of $51,075.50. The costs directly attributed to and reasonable value of the services performed in relocating one power pole at Highway Engineer's Station 1467+50 is the sum of $339.47.

NOTED
FORREST COOPER

Demand is hereby made that you pay to the State Highway Commission the sum of $51,075.50 for the relocation of your facilities located between Highway Engineer's Stations 1181+00 and 1331+00 and between Highway Engineer's Stations "D" 1429 and "D" 1452. Demand is also made that you pay to the State Highway Commission the sum of $339.47 for the relocating of one power pole located near Highway Engineer's Station 1467+50.

I feel certain that after you have reconsidered this matter you will pay these claims. The Highway Commission will be most pleased to work out satisfactory arrangements so that these claims may be paid. Attached hereto are duly verified claims in the amount of $51,414.97, which I hereby present to you for your approval.

Very truly yours,

L. I. LINDAS
Chief Counsel

GVS:ch
cc:
Vawter Parker
Forrest Cooper
L. H. Young
Al Johnson
Tom Edwards
C. H. Maison
J. W. DeSouza
Frank McKinney

RECEIVED
[illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER

STATEMENT

To: Mayor and City Council of Cascade Locks
Cascade Locks, Oregon

From: Oregon State Highway Commission
Highway Building
Salem, Oregon

The following are the costs directly attributed to and the reasonable value of the services rendered by the State Highway Commission in the relocating and realigning of the power facilities of the City of Cascade Locks at the following locations, to wit:

Relocating and realigning the facilities between Highway Engineer's Stations 1181+00 and 1331+00 and between Stations "D" 1429 to "D" 1452, $51,075.50.

Relocating and realigning one power pole located approximately at Highway Engineer's Station 1467+50, $339.47.

STATE OF OREGON)
) ss
County of Marion)

I, Curtis H. Baker, being first duly sworn, say that I am the Utilities Liaison Engineer for the Oregon State Highway Department. That the cost directly attributed to and the reasonable value of the services performed by the Oregon State Highway in the relocating and realigning the power facilities of the City of Cascade Locks between Highway Engineer's Stations 1181+00 and 1331+00 and between Stations "D" 1429 to "D" 1452 is the sum of $51,075.50. That the cost directly attributed to and the reasonable value of the services performed by the Oregon State Highway in the relocating and realigning of one power pole located approximately at Highway Engineer's Station 1467+50 is the sum of $339.47. That all of said work was made necessary by the relocation, improvement and construction of the Columbia River Highway.

CURTIS H. BAKER

Subscribed and sworn to before me this ____ day of ______________, 1961.

GLEN V. SORENSEN
My Commission Expires:
October 15, 1962

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FEB 9 1961
FOR FILING

I-80N-2(15)27

5534

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 3, 1961

SUBJECT: Recovery
Cost of Moving Power Line
Stebco-Dodson Section
Columbia River Highway
Contract No. 5534

To:
Mr. Leonard Lindas
Chief Counsel
Office

Mr. Cooper has instructed this office to furnish your office with costs of moving the power line belonging to the City of Cascade Locks. You will recall that during the construction of the Multnomah Falls-Dodson Section of the Columbia River Highway, a power line belonging to the City of Cascade Locks occupied part of the existing right of way. They were notified to move the same and of their obligation with regard to this and they refused to do so.

In order that the job might go forward on schedule, decision was made at that time to have the power line moved at State expense and to collect the cost thereof from the City by legal action if necessary. In order to implement this decision, a contract for the work was let to the Olson Electric Company. We relocated the line and did such appurtenant work as was necessary.

Subsequent thereto, their lines were again encountered occupying public right of way between Dodson and Bonneville. Negotiations followed the same pattern as on the Multnomah Falls-Dodson Section and the moving of the power line was made a part of the Dodson-Bonneville Grading Project, Contract No. 5718. Work on the whole project has not been completed although the power line portion has. However, we have no final estimate or final figures on this job.

Mr. Cooper was given the foregoing information and it was his instruction that we proceed with the collection of the power line move on the Stebco-Dodson Section, which job has been completed and finaled. Cost of this work is as follows:

Preliminary Engineering	$ 1,780.32
Cost of Construction and Contingencies and Engineering on Contract #5534	$49,295.18
TOTAL	$51,075.50

I attach hereto 2 copies of the final estimate release which sets out in some detail a breakdown in costs.

Tom Edwards
Construction Engineer

By

L. H. Young
Assistant Construction Engineer

LHY:fp

Encl.

cc Forrest Cooper
C. H. Maison
R. L. Porter
A. E. Johnson

RECEIVED
[illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER

7

RECEIVED
OCT [illegible] 1960
FOR FILING

1-40N-2(15)

5534

October 26, 1960

Home Indemnity Company
American Bank Building
Portland 4, Oregon

#5534

Gentlemen:

Attached is a copy of a claim in the amount of $80.92 which has been filed with the Secretary of State by Rogers Construction Co. for furnishing pit-run rock to Olson Electric Company. This appears to be in connection with State Highway Contract No. 5534 for power-line relocation on the Stuber-Dodson Section of the Columbia River Highway in Multnomah County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Olson Electric Company
710 West 8th St.
Vancouver, Wn.

NOTED ON CAR

lc

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

October 24, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Jack E. Copeland, c/o Rogers Construction Co., 11760 N. E. Glisan Street, Portland 20, Oregon and filed as of this date, a notice of claim by same for furnishing pit run rock from Coopey Falls Pi~~n~~t in the sum of $80.92 against the bond taken from Olson Electric Company, principal and the Home Indemnity Company, surety, American Bank Building, Portland 4, Oregon for the work of power line relocation on the Stebco-Dodson Section of the Columbia River Highway in Multnomah County, Oregon. State Highway Contract No. 5534.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo C Stephens

Public Records Section

GS:FK
Enc.

W. R. ROGERS
DONALD C. ROGERS

ROGERS CONSTRUCTION CO.
General Road Contractors

11760 N. E. GLISAN STREET
PORTLAND 20, OREGON

October 21, 1960

Secretary of State
Salem, Oregon

Subject: Claim against Olson Electric Company
Oregon State Contract No. 5534

Dear Sir:

Notice hereby is given that the undersigned Rogers Construction Co. has a claim for furnishing pit run rock from Coopey Falls Pit in the sum of $80.92 (Eighty dollars and [illegible]) against the bond taken from Olson Electric Company and The [illegible] Indemnity Company, American Bank Building, Portland 4, Oreg. for the work of power line relocation on the Stebco-Dodson Section of the Columbia River Highway in Multnomah County, Oregon, State Contract No. 5534.

Rogers Construction Co.

Jack E. Copeland

File # 3727

FILED
OCT 24 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

JEC:ec

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FOR FILING

I-80N-2(15)27

~~5778~~ 5534

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 8, 1960

SUBJECT: Cascade Locks City Light

To Forrest Cooper

Relocation of facilities owned by Cascade Locks City Light was performed under three contracts.

The contract for relocation on the Stebco-Dodson Section was performed by Olson Electric Company under contract 5534 at a cost of $45,795.81.

Payments to Dorman Construction Company for the Multnomah Falls-Dodson paving contract included $314.33 for replacing one power pole.

Grading contract of Gibbons and Reed Company includes relocating power lines within the Dodson-Bonneville Section but has not been completed. The estimated cost for relocating the facilities within this section is $31,300.

Engineering costs at 8 per cent will bring the total cost for relocating the facilities to approximately $85,000.

C H Maison

C. H. Maison
Auditor

lg

REFERRED TO
Lindas
BY DEPUTY STATE HIGHWAY ENGINEER
appropriate action
(Collart)

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AUG 8 1960
OFFICE OF
STATE HIGHWAY ENGINEER

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AUG 3 - 1960
FOR FILING
I CON-205027
5531

A

August 5, 1960

Home Indemnity Company
American Bank Bldg.,
Portland 4
Oregon

Gentlemen:

State Highway contract #5534 for power line relocation on the Stebco-Dodson Section of the Columbia River Highway in Multnomah County was completed by the contractor, Olson Electric Company, on June 20, 1960, and was formally accepted by the Highway Commission on July 7, 1960.

Final payment in the amount of $6,904.54 will be released to the contractor on or after August 15, 1960. The total contract amount is $45,795.81, of which amount $1,237.81 represents force account items.

A claim has been filed against this contract of which you were previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

RECEIVED
JUL 21 1960
FOR FILING

T-10M-2051-1

5534

July 21, 1960

Rogers Construction Company
11760 N. E. Glisan
Portland 20, Oregon

Attention: Jack E. Copeland

Gentlemen:

Your letter of July 14, addressed to Mr. R. L. Porter, Office Engineer, concerning a claim against Olsen Electric Company has been referred to this office for reply.

Apparently the contract to which you refer is Contract No. 5534 awarded to Olsen Electric Company for power line relocation on the Stebco-Dodson Section of the Columbia River Highway in Multnomah County. The Home Indemnity Company, American Bank Building, Portland 4, furnished the performance bond for this contract. The bond, as you know, is given to assure completion of the project and payment of bills incurred in it. The contract was completed June 20 and accepted by the State Highway Commission on July 7, 1960.

Under Oregon law, if you wish to protect your claim under the bond, it is necessary that the claim be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon law outlining the procedure for filing a claim. In the meantime your claim, in the amount of $80.92, will be entered in our records and we will advise the contractor and the surety that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:
FO:rj

NOTED ON CARD
de

cc: Commission
W. C. Williams
Forrest Cooper

July 21, 1960

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter has been received from Rogers Construction Company, 11760 N. E. Glisan Street, Portland 20, stating that Olson Electric Company owes them $80.92 for pit run rock furnished on Contract 5534 for power line relocation on the Stebco-Dodson Section of the Columbia River Highway in Multnomah County.

This information is furnished as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FO:rj

cc: Olson Electric Company

NOTED ON CARD
dl

W. R. ROGERS
DONALD C. ROGERS

ROGERS CONSTRUCTION CO.
General Road Contractors

11760 N. E. GLISAN STREET
PORTLAND 20, OREGON

July 14, 1960

Mr. R. L. Porter
Office Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Porter:

On March 16 - 17, 1960, Olson Electric Company, Vancouver, Washington, purchased some pit run rock from our company in the amount of $286.92 to be used on the Stebco-Dodson Section of the Columbia River Highway Power Line Re-location, Federal Aid Interstate Highway Project I-80N-2(15)27.

At this date, there is a balance due on this invoice of $80.92 and we would like to present this amount as a claim against any estimate that the Olson Electric Company may have coming due under this project at this time.

Yours very truly,

ROGERS CONSTRUCTION CO.

Jack E. Copeland

Jack E. Copeland

JEC:ec

RECEIVED
JUL 20 1960
FOR FILING

I-80N-2(15)27

5534

A

July 19, 1960

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 20, Oregon

Attention Mr. Jack E. Copeland

Gentlemen:

Your letter of July 14, 1960, in reference to your claim in the amount of $80.92 against Olson Electric Company has been received.

All claims of this nature are handled in the office of the Secretary to the Commission, Mr. Floyd Query. Your letter is being referred to Mr. Query and you will hear from him.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

cc: Floyd Query

RECEIVED
DEC 15 1959
FOR FILING

December 14, 1959

Office of the Solicitor
U. S. Department of Labor
307 Appraisers Building
630 Sansome Street
San Francisco 11, California

Attention: Mr. Kenneth C. Robertson
Regional Attorney

Gentlemen:

In connection with Labor Decision No. W-8326, dated November 2, 1959, for Oregon FAI Project I-80N-2(15)27, Stebco-Dodson Power Line Relocation, our contractor has requested a wage rate for a new classification: Groundman. We are advised that an agreement between the Northwest Line Contractors, Chapter N.E.C.A. and the International Brotherhood of Electrical Workers, Local No. 125, Portland, Oregon, shows a rate of $2.81 per hour for this classification and we recommend that rate to be established by supplemental decision for the project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

cc: C. A. Gardner (2)

VGO:sm

FORM E-123

RECEIVED
OCT 30 1959

I 80N-2(12)27

5334

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

October 29, 1959

Olson Electric Company
710 West 8th Street
Vancouver
Washington

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5534, awarded September 24, 1959, for power line relocation on the Stebco-Dodson Section of the Columbia River Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

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RECEIVED
SEP 30 1959
FOR FILING
I-80N-2(15)27
[illegible]

When replying, refer to
08-35.4-0

408 State Highway Bldg.
Salem, Oregon

September 24, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5534 for Oregon Project I-80N-2(15)27, Stebco-Dodson Sec., Columbia River Highway, Power Line Relocation, to Olson Electric Company of Vancouver, Washington, low bidder in the amount of $44,858.00 at the September 10, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

[illegible]

A

RECEIVED
SEP 28 1959
FOR FILING

I 8.4 2.5)27

5E-4

September 24, 1959

Olson Electric Company
P. O. Box 830
Vancouver, Washington

Gentlemen:

The State Highway Commission on September 24, 1959 awarded to you State Highway Contract No. 5534 for the Stebco-Dodson Section of Columbia River Highway power line relocation project in Multnomah County.

This award was based on your bid of $44,858.00, under Alternate A, which was the low bid submitted to the Commission on September 10, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
SEP 14 1959

FOR FILING

I-80N-2(15)27

5534

September 11, 1959

Olson Electric Company
710 W. 8th
Vancouver, Wn.

Gentlemen:

Attached is a Sworn Statement form which was omitted in your proposal on the Stebco-Dodson Power Line Relocation Project on the Columbia River Highway in Multnomah County, on which bids were received September 10, 1959. Please complete this Sworn Statement as soon as possible and return it to this office.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

Enc.
CWH:fp

Olson Electric Co.
710 W. 8th
Vancouver, Wn.

Stebco - Watson Power
Line Relocation Project
Columbia River Highway
Multnomah County

Need Sworn Statement
after contract can be accepted

9/11/59
Art Brummit

RECEIVED
AUG 27 1959

FOR FILING

When replying, refer to
08-35.4

I-80N-2(15)27

5534

August 26, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-2(15)27
Stebco-Dodson Section
Columbia River Highway

Dear Sir:

Reference is made to our letter dated July 2, 1959, authorizing your advertising for bids, subject project. Bids were to be opened on July 21, 1959, but were not. This is to authorize your advertising for bids to be opened on September 10, 1959, subject to correction of the control of access lines at the Dodson Interchange as shown on the approved interchange layout sheet.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Final eligibility for reimbursement from Federal funds is subject to later legal rulings and compliance with Section 11, Subsection A, Federal-aid Highway Act of 1956, as amended by the Act of 1958.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

NOTED
FORREST COOPER

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FOR FILING

I-80N-2(15)27

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R

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
08-35.4-DA

408 State Highway Building
Salem, Oregon

July 2, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-2(15)27
Stebco-Dodson Section
Columbia River Highway

Dear Sir:

We have today approved P. S. and E. documents, subject project. This is to authorize your advertising for bids.

Final eligibility for reimbursement from Federal funds is subject to later legal rulings and compliance with Section 11, Subsection A, Federal-aid Highway Act of 1956, as amended by the Act of 1958.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

RECEIVED
JUL 7 1959
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JUL -1 1959

I-80N-2(15)27

5534

June 23, 1959

Cascade Locks City Light
Municipal Building
Cascade Locks, Oregon

ATTENTION: Mr. McDon L. Bonta

Stebco-Dodson Power Line
Revision
Columbia River Highway

Gentlemen:

This letter is to make a record of the delivery to you by Mr. Baker of four copies of the Stebco-Dodson Power Line Revision plans on June 19, 1959.

Please make application to the Union Pacific Railroad for a permit, franchise, or other agreement for the construction and maintenance of the proposed power line.

Please submit to the State one copy of the Railroad agreement as obtained by City Light.

Very truly yours,

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

CHB:fp
cc Forrest Cooper

RECEIVED

RECEIVED
PR 10 1959
OREGON DISTRICT
FOR FILING

file

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

When replying, refer to:
08-35.2-D

March 19, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of March 16, 1959, concerning the location of a power line on the right-of-way of the Stebco-Dodson Section of the Columbia River Highway, Interstate Projects I-80N-2(5)22 and I-80N-2(6)28.

We are very concerned over your proposal to move this three mile section of power line to a location where it would clear the new construction but would still have to be serviced from the through-traffic roadways. In our opinion, this constitutes a violation of the basic control of access principle and should not be approved. As an alternate we suggest moving the line to a location where it is either along the old road or can be serviced from the old road, or can be serviced from a service road or trail.

Our policy guide on utility locations of this type is contained in the AASHO Interstate Policy on Utilities, adopted by the AASHO Committee on Planning and Design Policies on November 28, 1958, which contains the following section:

> "Utilities Along Interstate Highways on Existing Location
>
> A utility presently located on the right-of-way of an existing highway that is incorporated in the Interstate highway system may be permitted to remain thereon without relocation provided it can be serviced without use of the through-traffic roadways. Where such utility in its original location can be serviced only by use of the through-traffic roadways, it shall be relocated or other provisions made so that it can be serviced without use of the through-traffic roadways. No new or additional utility installations shall be made along the Interstate highway except along a frontage road, outside the control of access lines."

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

RECEIVED
MAR 20 1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

RECEIVED
MAR 16 1959
FOR FILING

March 16, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Re: Power line relocation, Stebco-Dodson Unit
of Troutdale-Dodson Section, Columbia River
Highway in Multnomah County

On the section of the interstate highway beginning at the Stebco quarry and extending easterly to Dodson is a power line belonging to the City of Cascade Locks. This power line was constructed several years ago upon the right of way of the existing Columbia River Highway under a legal permit issued in accordance with Oregon laws. In the reconstruction of the highway in this section to convert it to a four-lane freeway, it is necessary that the pole line be moved.

We propose to move this power line to the edge of our right of way, entirely clear of all construction. There is no frontage road in this area, and, through necessity, if the power line is moved as we propose it would be maintained from the interstate highway.

There is an existing road on the opposite side of the railroad tracks from the interstate highway where the pole line could possibly be placed; however, this is a road through timbered country where a line can be maintained only at very high cost and with frequent interruptions of service. It is in an area which is part of the park development, and any clearing along this highway to provide adequate protection for the power line would seriously impair the appearance and would be very difficult to do.

We realize that leaving the power line on the interstate highway right of way under these conditions is not in accord with the statement of policy of the American Association of State Highway Officials dated November 22, 1958. We feel, however, that this statement of policy is only to govern the usual conditions, and, while it would be feasible in reasonably easy terrain, its literal interpretation would not be justified in conditions such as exist in the Columbia Gorge. In many sections of this area the Union Pacific railroad and the interstate highway take up all of the available room that would be suitable for the installation of power lines.

We will, of course, refuse, so far as we legally can, installation of any new lines. but, in view of the fact that this line was in existence prior to the issuance of any rules for the interstate highway and, further, in view of the tremendous difficulty of any location other than that proposed, we would ask your approval of the placement of the lines on our interstate highway right of way. We also wish to point out to you that under Oregon laws the Highway Commission is compelled to permit occupancy of state highway rights of way by power and communication lines. We, of course, can dictate the placement on the right of way, but it is required that occupancy of the right of way be permitted.

If you cannot give this approval, we ask your advice as to the course to pursue.

The grading of this section is well along toward completion, and we are ready to contract the paving with the expectation of opening this section to traffic this year. The earliest practical action on this matter would be appreciated.

For your information I am attaching prints of our Drawings 14299 and 14302, which show the general location of the section and the present location of the line and the location after it is re-established.

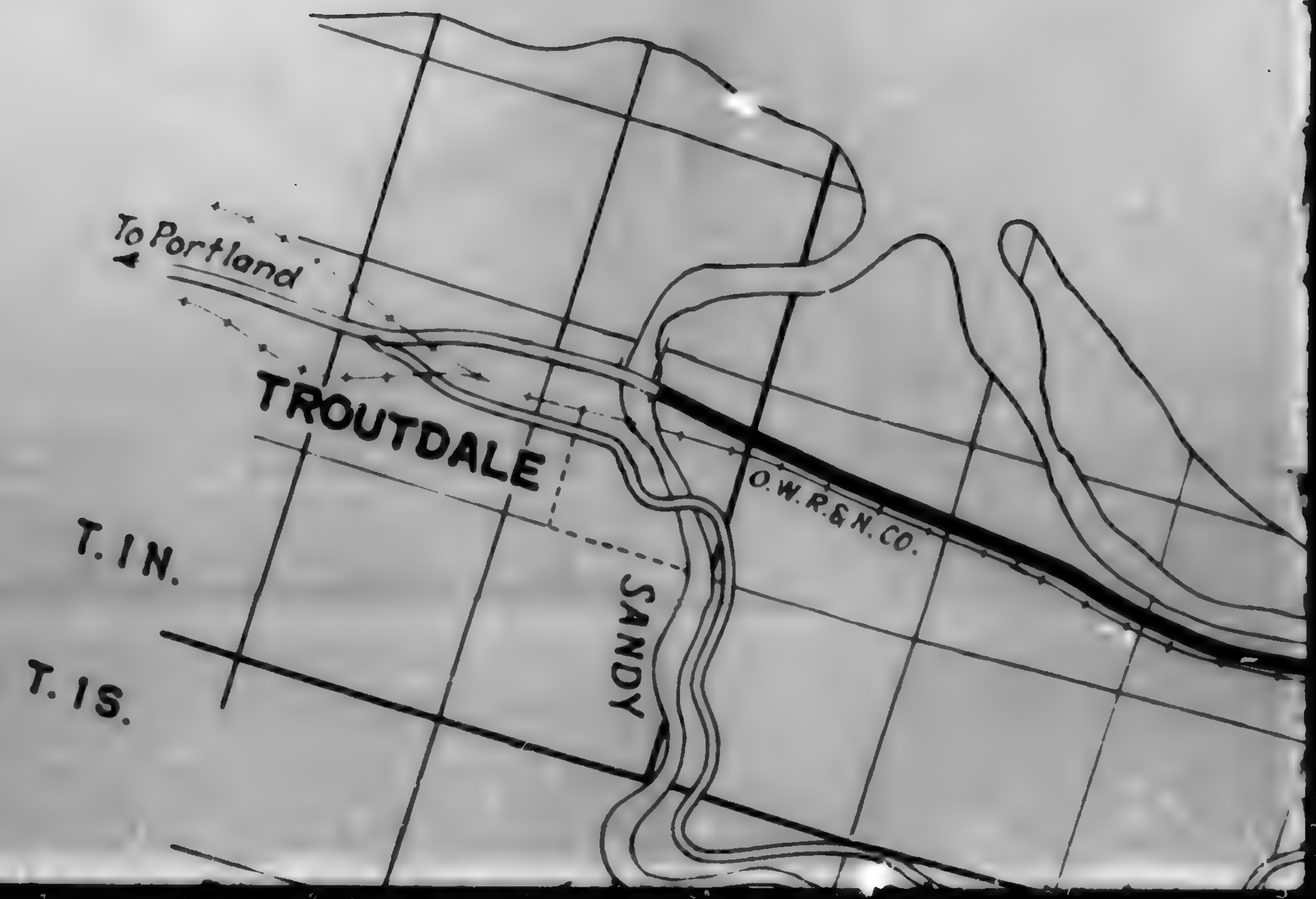
Very truly yours,

W. C. Williams
State Highway Engineer

GSP:gm WCW:me

Enclosure

cc Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. Tom Edwards/ w.encl.


To Portland
TROUTDALE
O.W.R.&N.CO.
T.1N.
T.1S.
SANDY

STATE OF O

STATE HIGHWAY

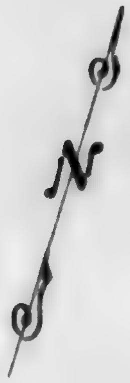
PLANS FOR PROPOS

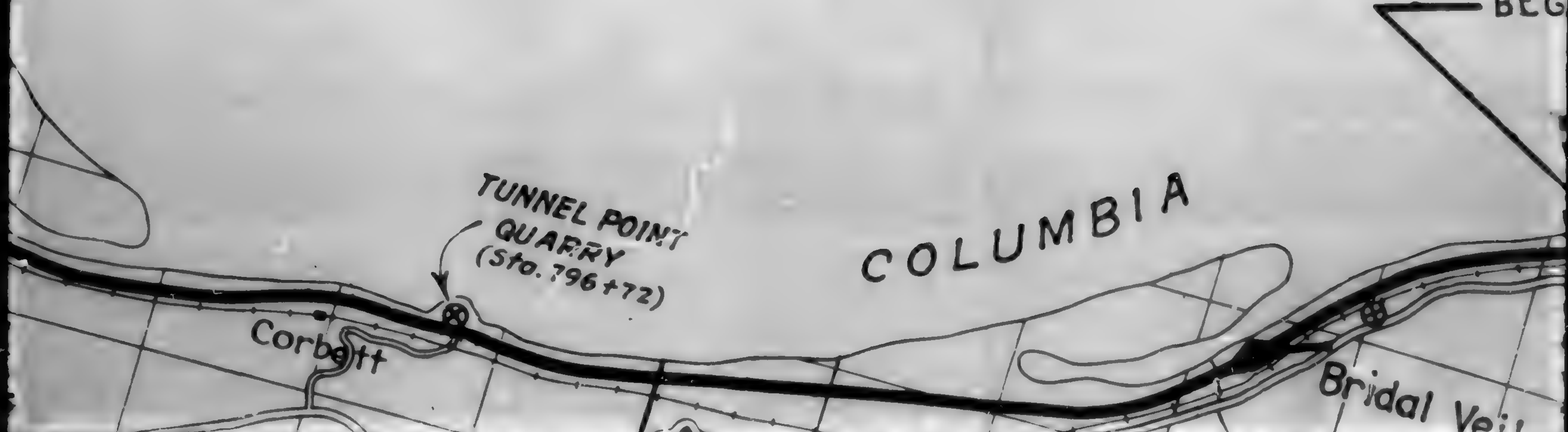
STEBCO — DOD

COLUMBIA RIVER

MULTNOMAH CO

POWER LINE REL




BEG
TUNNEL POINT QUARRY (Sta. 796+72)
COLUMBIA
Corbett
Bridal Veil

F OREGON

Y DEPARTMENT

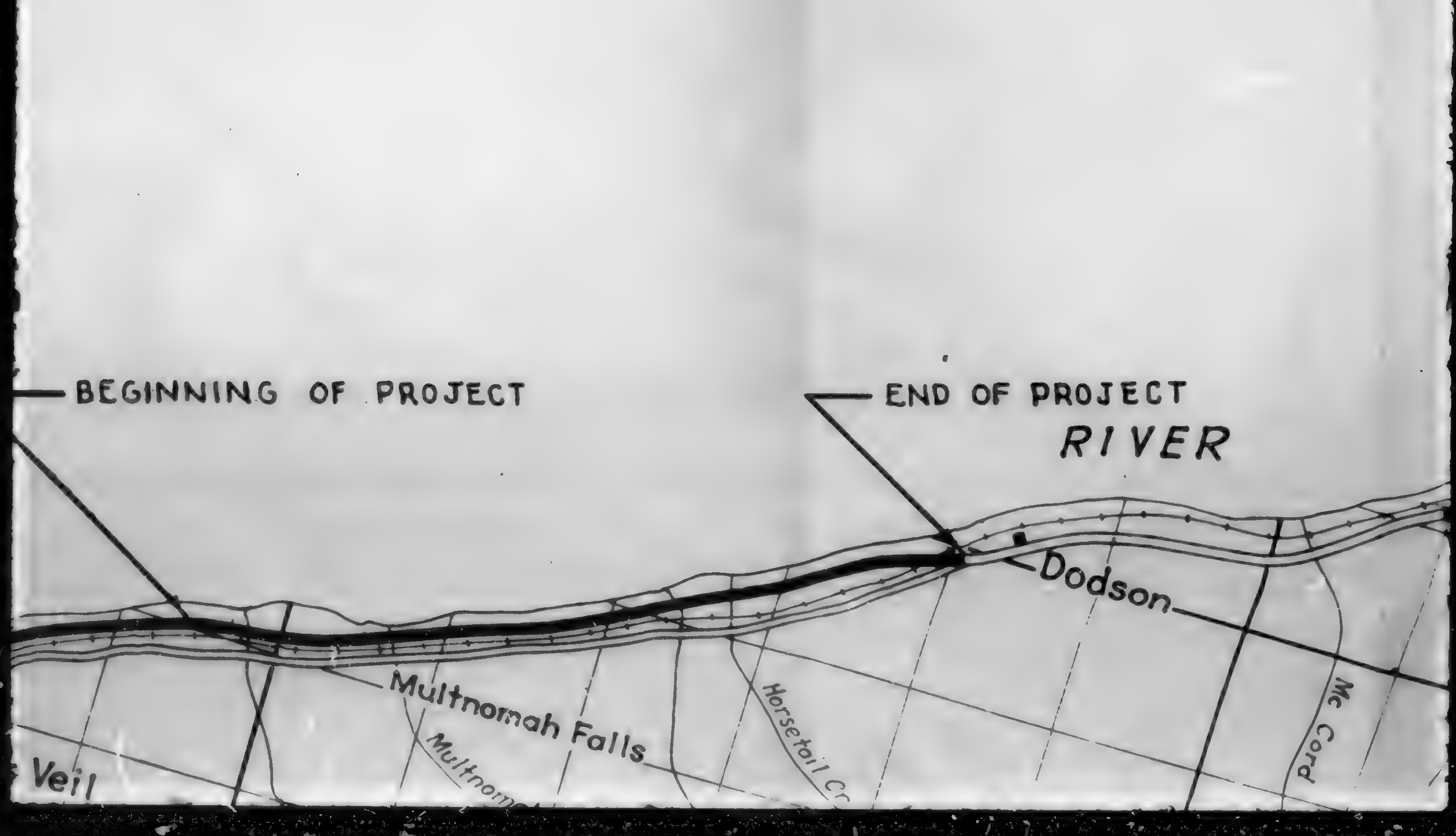
POSED PROJECT

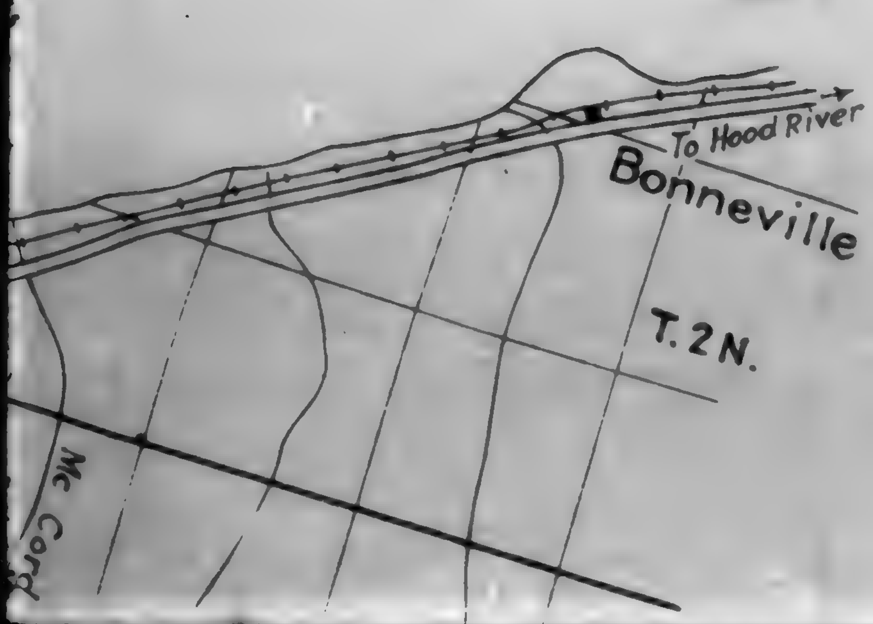
ODSON SECTION

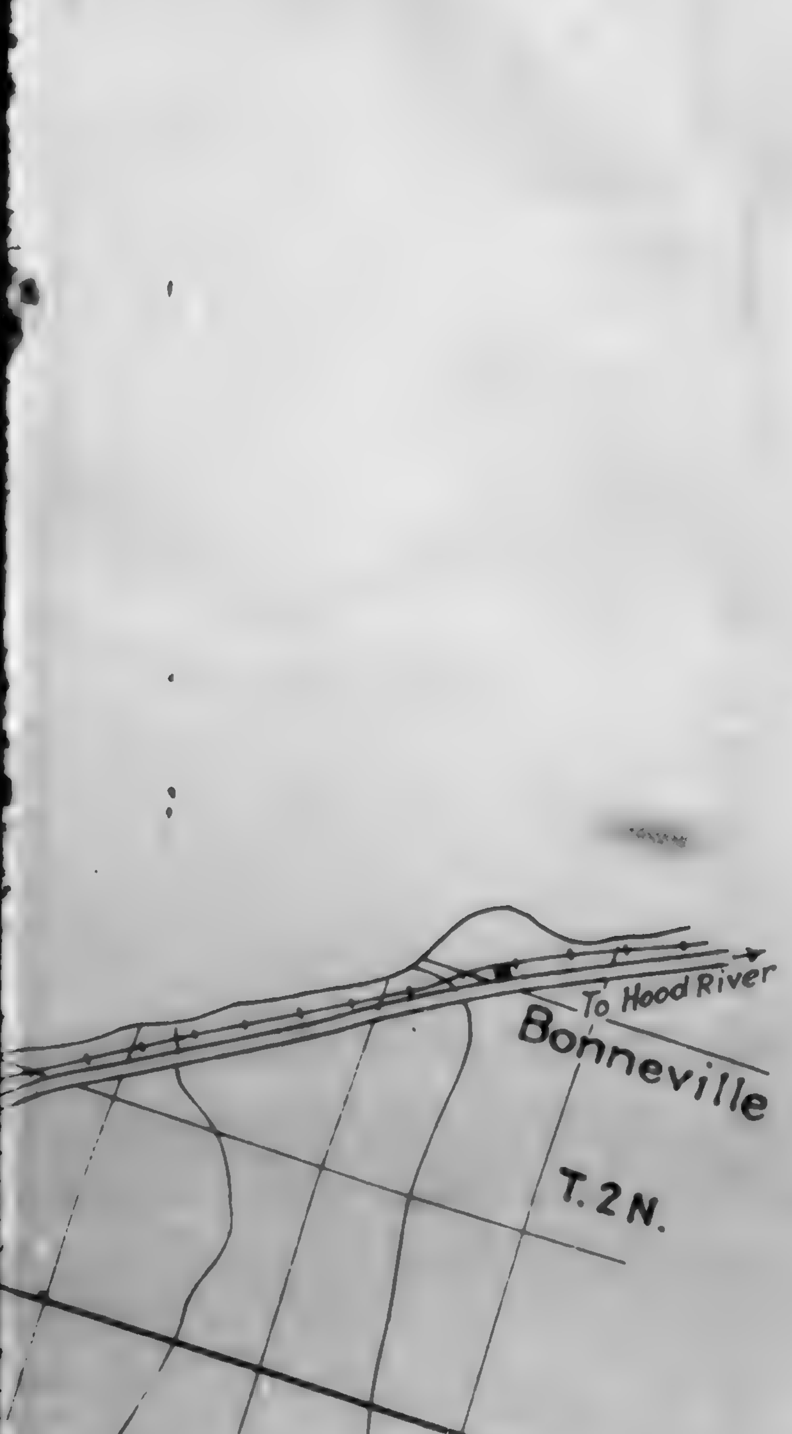
VER HIGHWAY

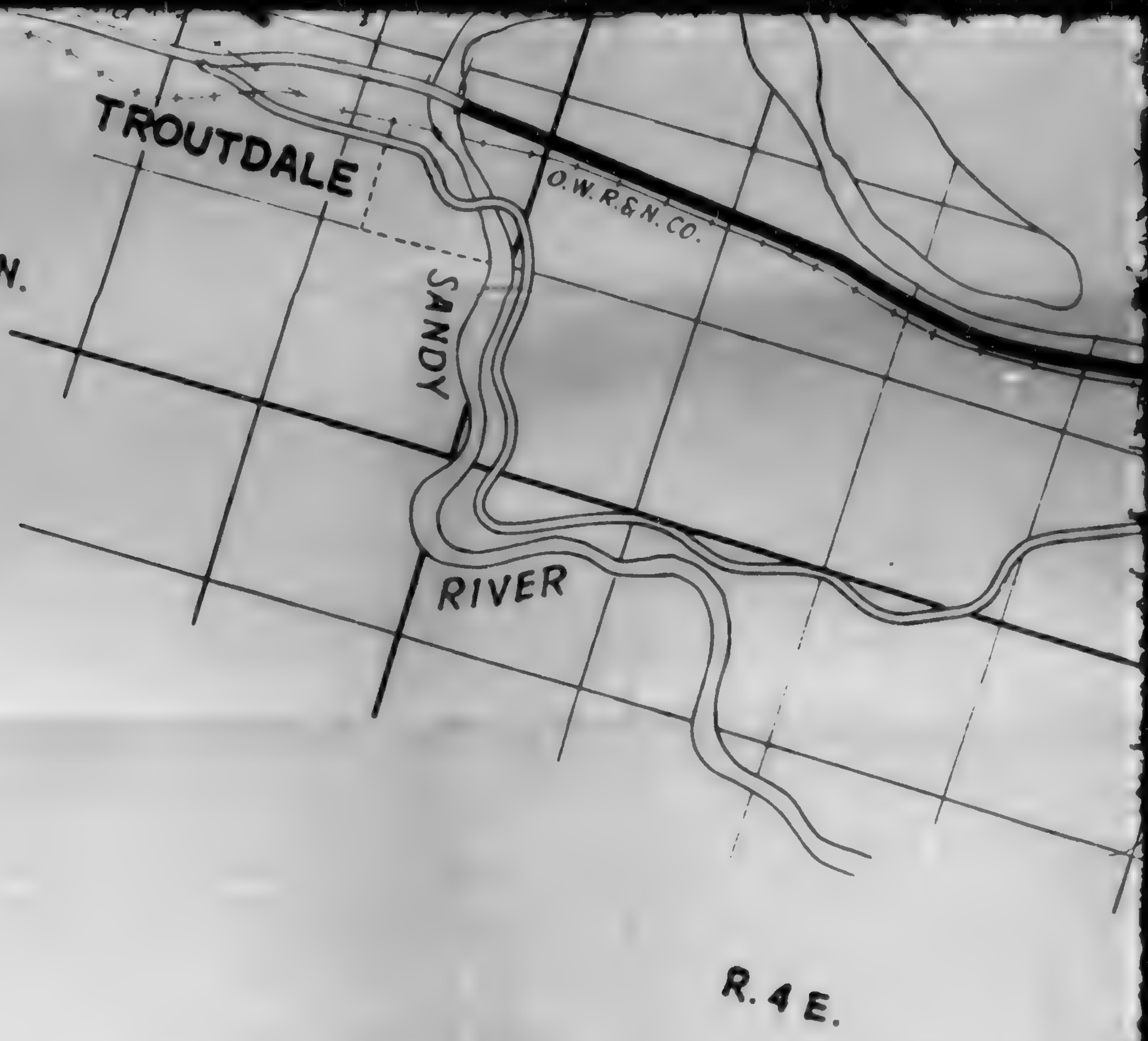
H COUNTY

RELOCATION


BEGINNING OF PROJECT
END OF PROJECT
RIVER
Dodson
Multnomah Falls
Multnom
Horsetail Cr
Mc Cord
Veil

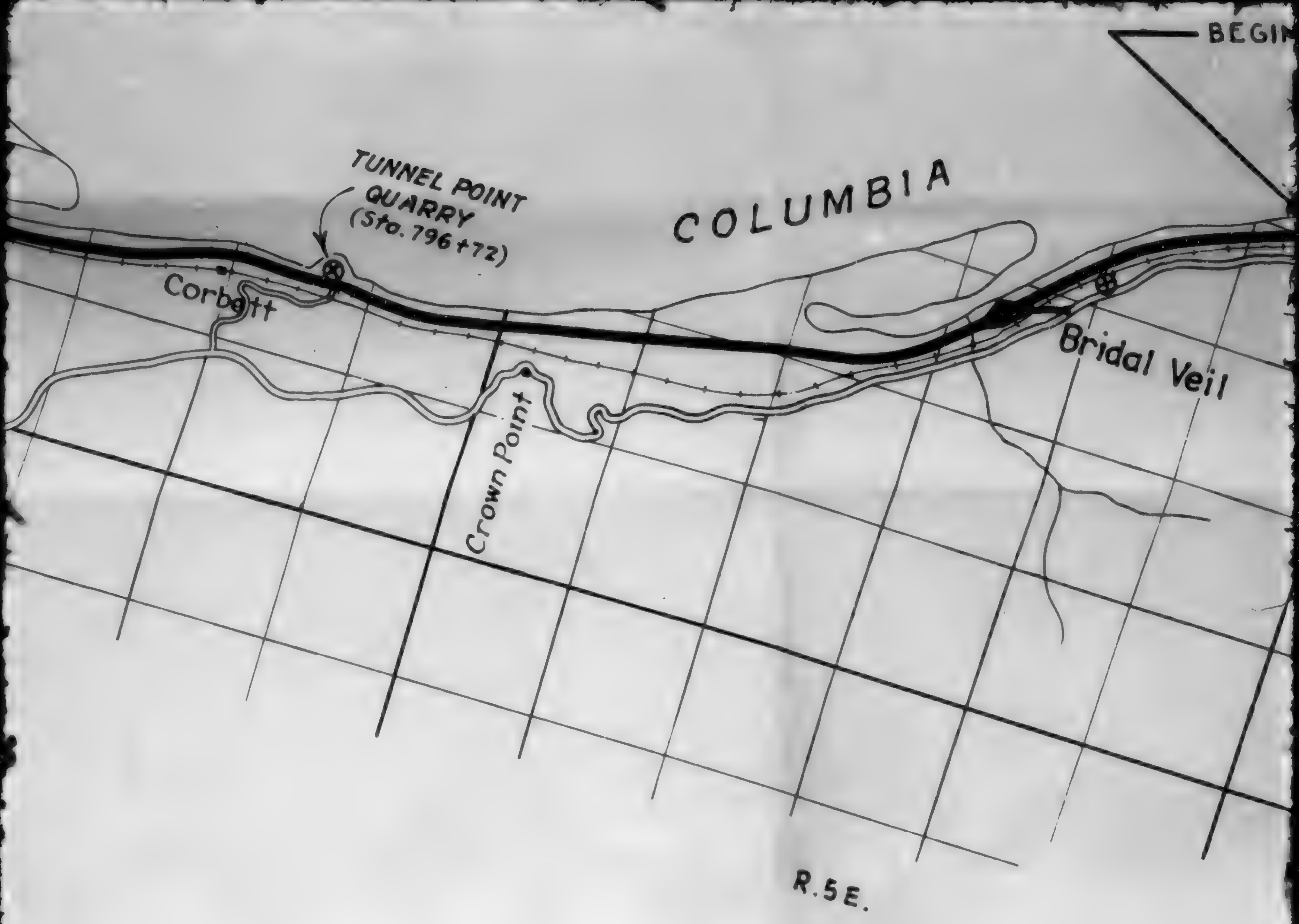

To Hood River
Bonneville
T. 2 N.
Mc Cord


To Hood River
Bonneville
T. 2 N.


TROUTDALE
O.W.R.&N.CO.
T.1N.
T.1S.
SANDY
RIVER
R.4E.

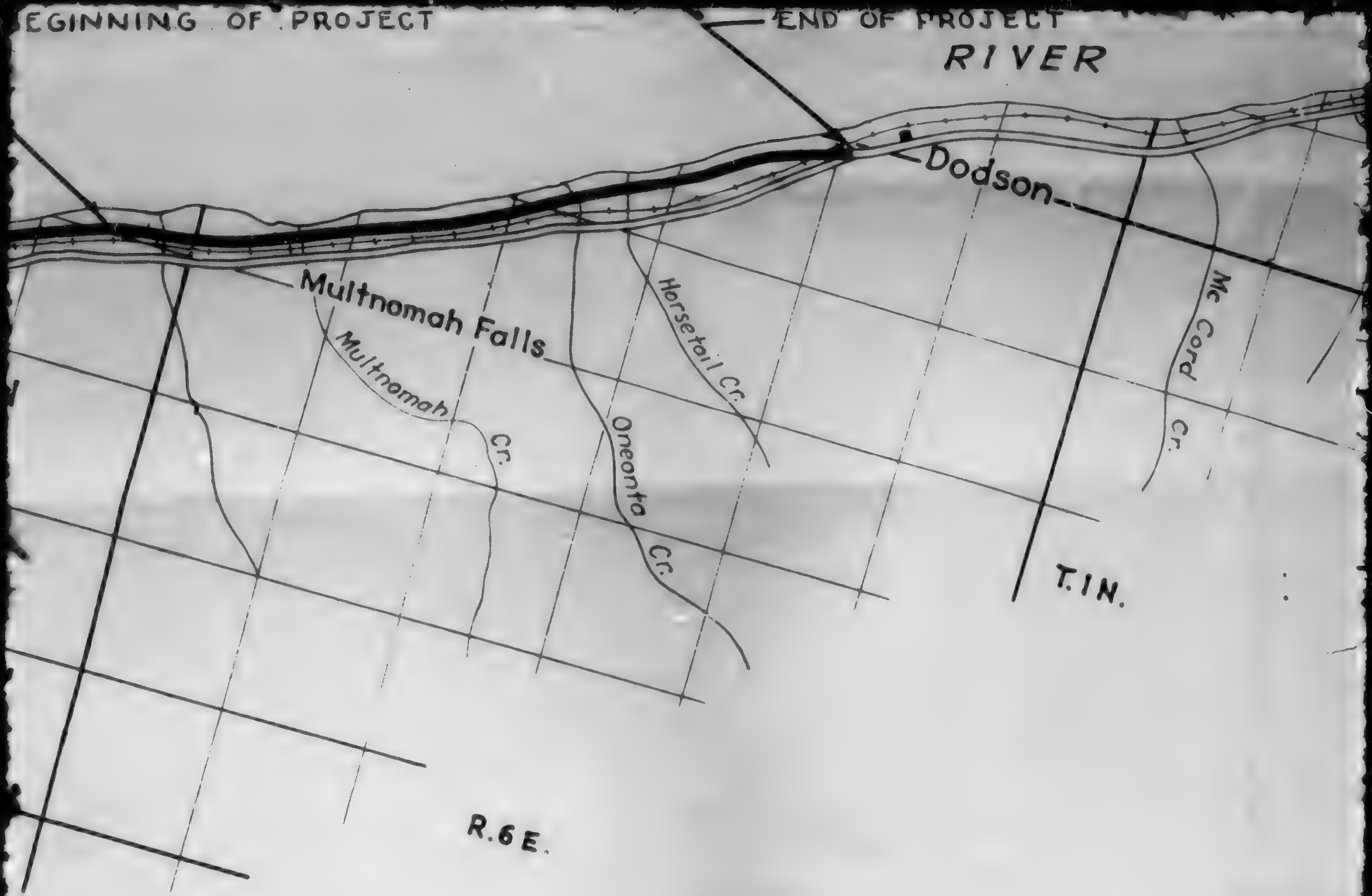
CONVENTIONAL SIGNS

- State Line
- County Line
- City or Town Limits
- Township Line
- Section Line
- Donation Land Claim Line
- Fence Line
- Guard Rail
- Unfenced Property or Right of Way Line
- Existing Roads
- Trails
- Base or Survey Line
- Railroads
- Retaining Wall
- Culverts
- Drop Inlet
- Trolley Pole
- Power Pole
- Telephone or Telegraph Poles
- Marsh
- Irrigation Ditches
- Bridges
- Trees


BEGI
TUNNEL POINT
QUARRY
(Sta. 796+72)
COLUMBIA
Corbett
Crown Point
Bridal Veil
R.5E.

Sketch

Scale 0 1


EGINNING OF PROJECT
END OF PROJECT
RIVER
Dodson
Multnomah Falls
Multnomah Cr.
Horsetail Cr.
Oneonta Cr.
Mc Cord Cr.
T.1 N.
R.6 E.

rch Map

Miles
1
2

Pl. Sign →

APPROVED

BRIDGE ENGI

ASS'T. STATE

STATE HIGH

DESIGNED

DRAWN C.T.H

To Hood River
Bonneville
T.2N.
Mc C

APPROVED

Ivan D Merchant
BRIDGE ENGINEER

ASS'T. STATE HIGHWAY ENGINEER

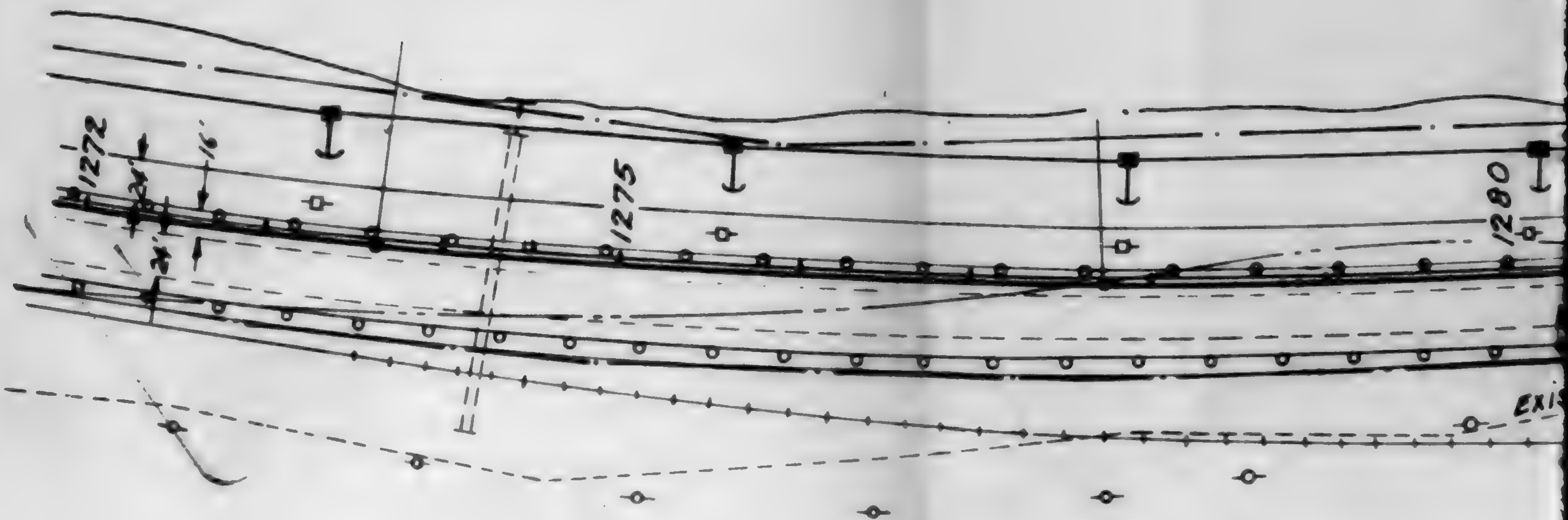
STATE HIGHWAY ENGINEER

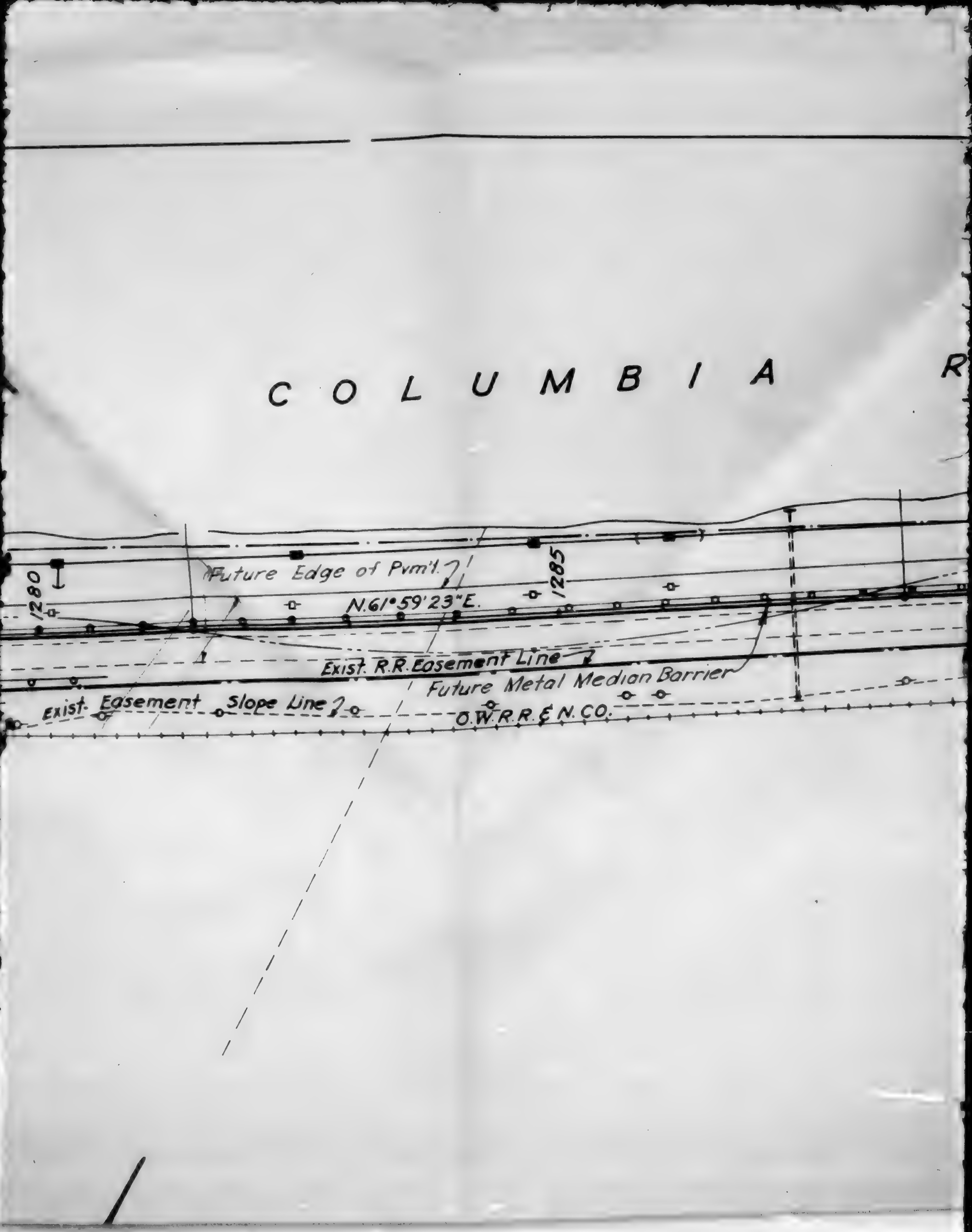
DESIGNED
CHECKED
DRAWN G.T.B.
CALC.BOOK

OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

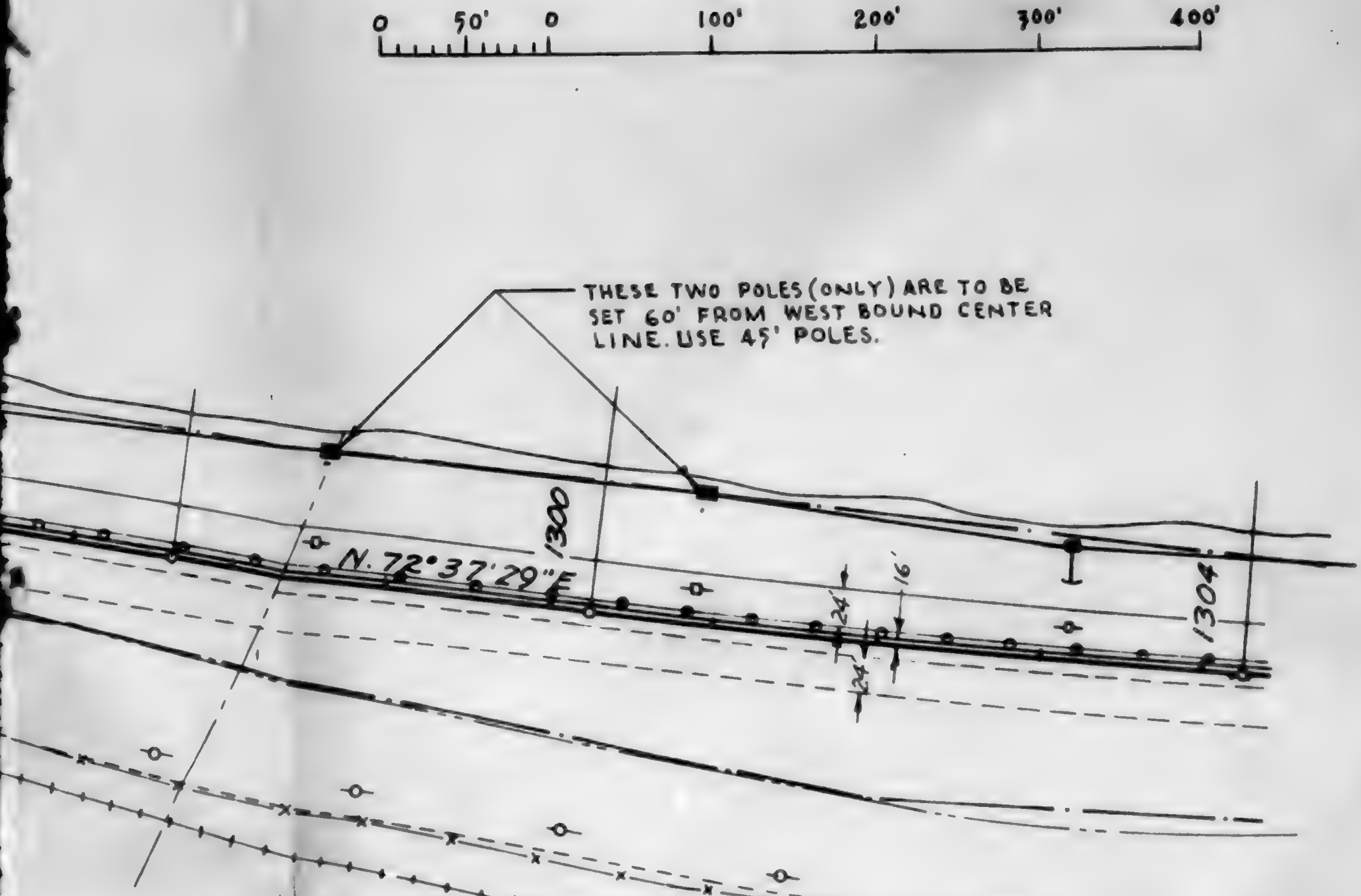
POWER LINE RELOCATION
STEBCO - DODSON SECTION
COLUMBIA RIVER HIGHWAY
MULTNOMAH COUNTY

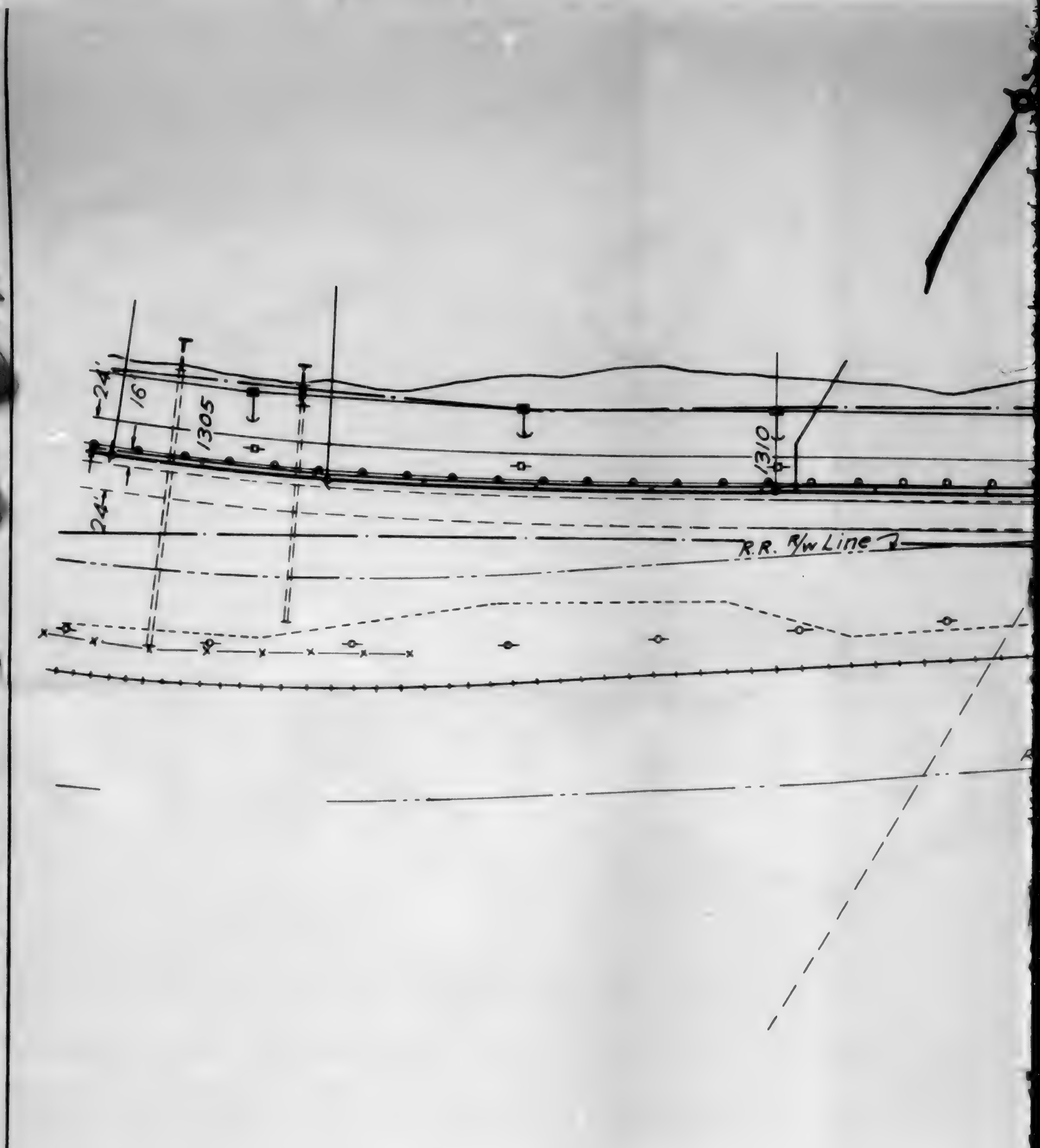
DATE 3-6-59 BRIDGE NO. 8699
ACCOMPANED BY DWGS. 14900 - 14903
SHEET 1 OF 5
DRAWING NO. 14899

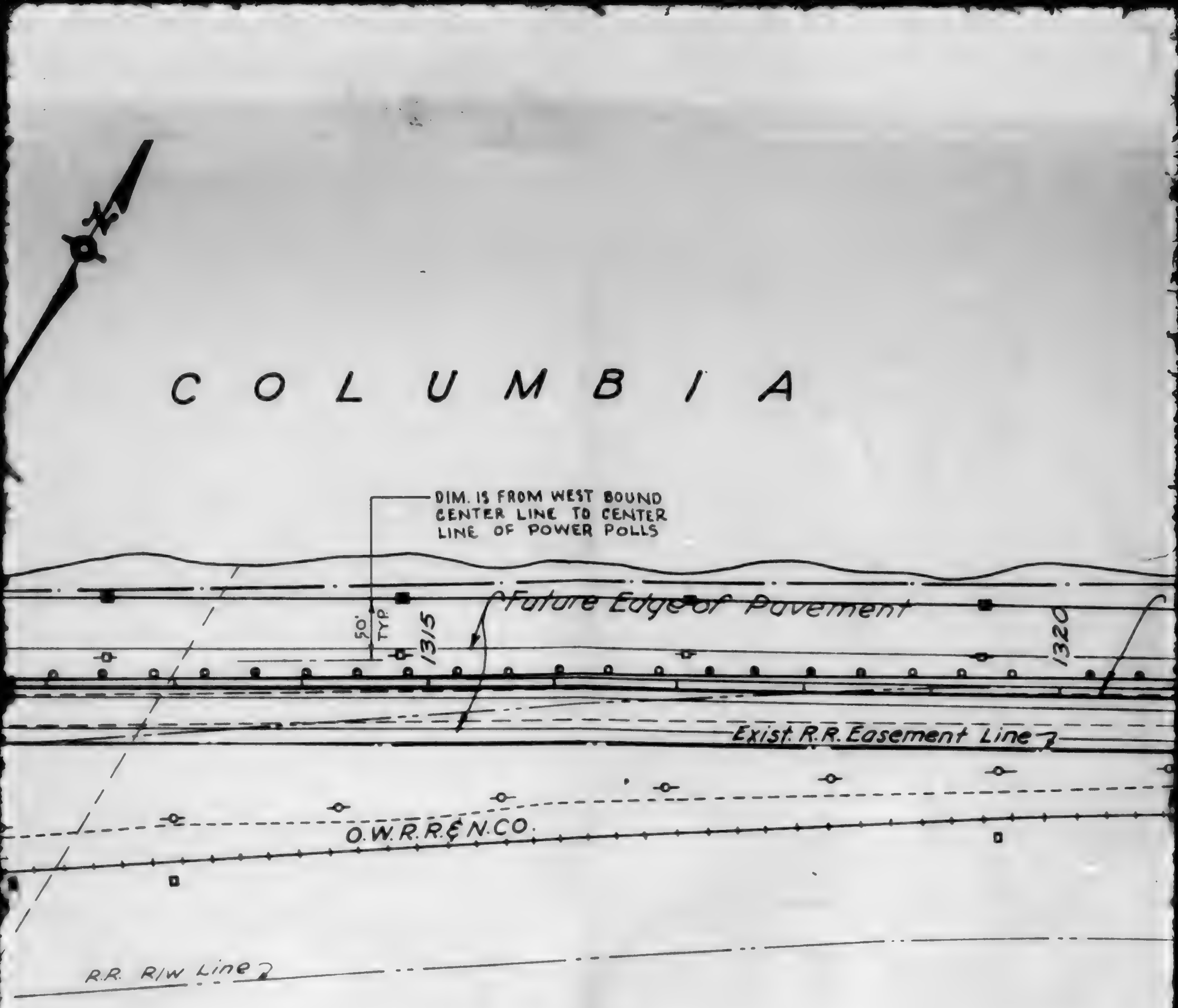

EXIS

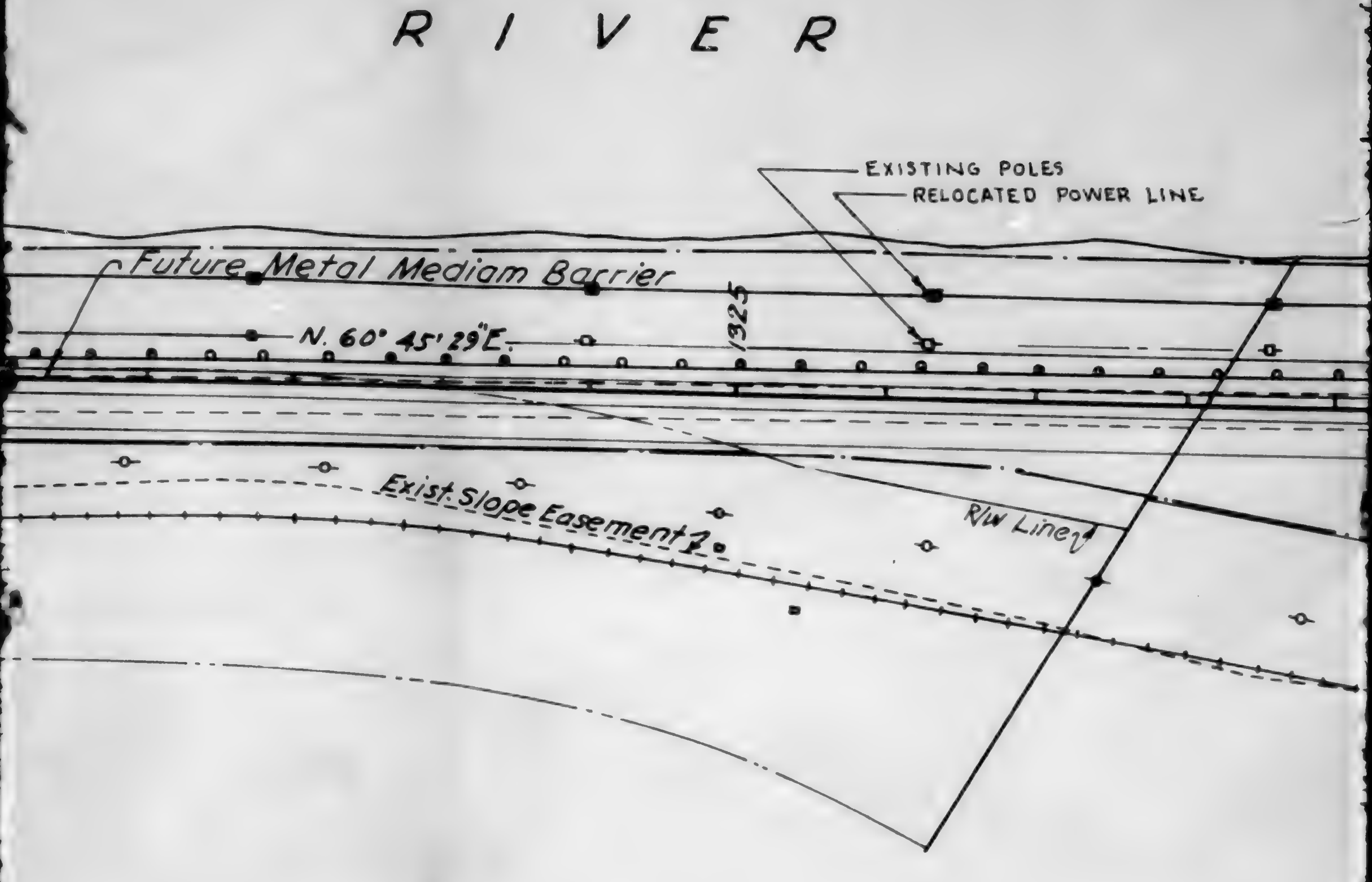

C O L U M B I A R
Future Edge of Pvm't.
1280
1285
N.61°59'23"E.
Exist. R.R. Easement Line
Future Metal Median Barrier
Exist. Easement Slope Line
O.W.R.R. & N. CO.

RIVER
R.R. R/w Line
1290
1295


THESE TWO POLES (ONLY) ARE TO BE SET 60' FROM WEST BOUND CENTER LINE. USE 45' POLES.
N. 72° 37' 29" E


R.R. R/W Line


COLUMBIA
DIM. IS FROM WEST BOUND CENTER LINE TO CENTER LINE OF POWER POLLS
50' TYP.
1315
Future Edge of Pavement
1320
Exist. R.R. Easement Line
O.W.R.R.&N.CO.
R.R. R/W Line


R I V E R
EXISTING POLES
RELOCATED POWER LINE
Future Metal Mediam Barrier
N. 60° 45' 29" E.
1325
Exist. Slope Easement
R/W Line

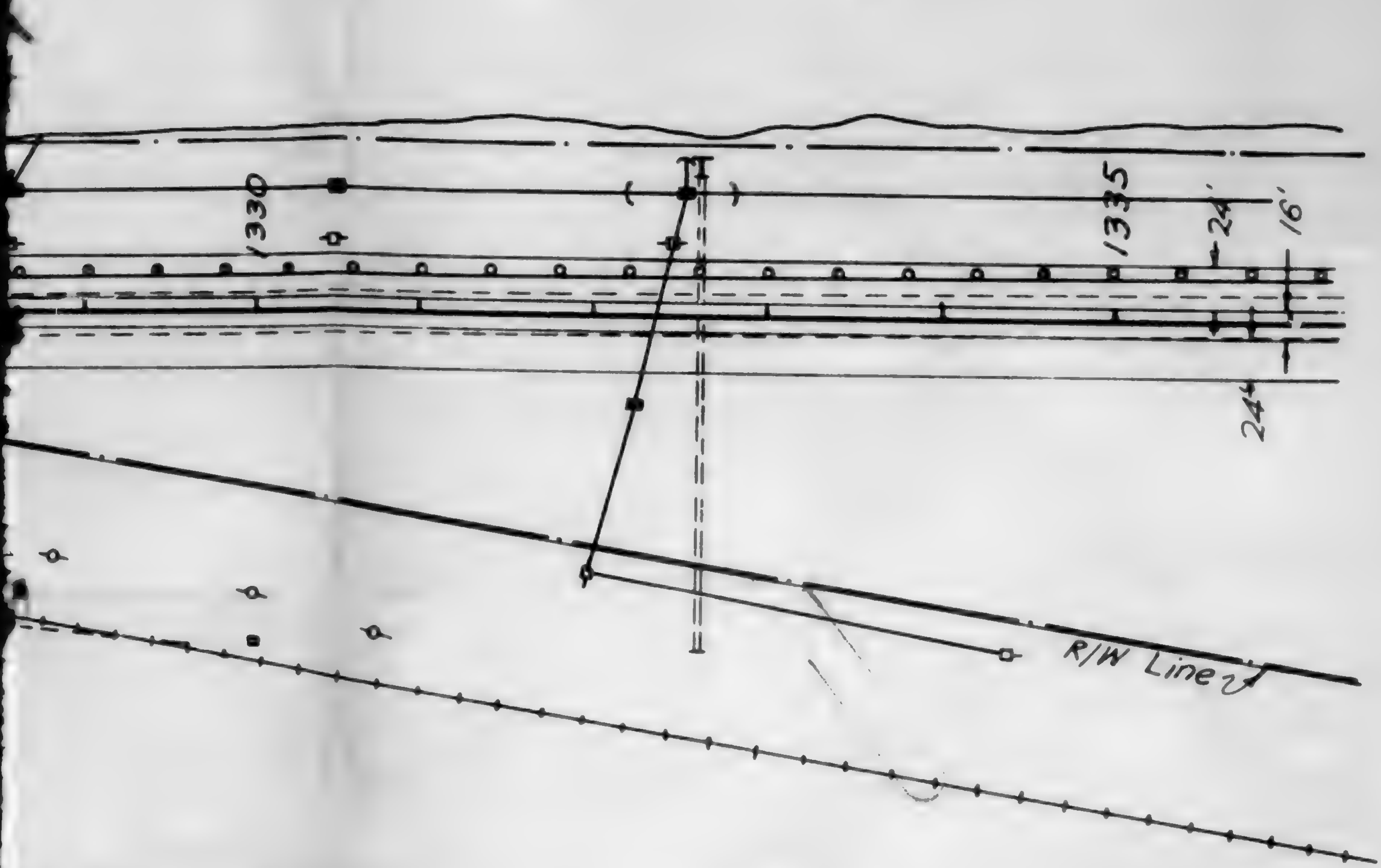
DATE

APPROV

BRIDGE

DESIGN

DRAWN



DATE	REVISION

APPROVED
Ivan D Merchant
BRIDGE ENGINEER

DESIGNED
DRAWN C.T.H.
CHECKED
CALC. BOOK

OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

POWER LINE RELOCATION
STEBCO-DODSON SECTION
COLUMBIA RIVER HIGHWAY
MULTNOMAH COUNTY

DATE 3-5-59
SHEET 4 OF 5
BRIDGE NO. 8699
DRAWING NO. 14902

NOTED
W. C. WILLIAMS

I-80N-2(15)27

When replying, refer to:
08-35.4

5534

408 State Highway Bldg.
Salem, Oregon

May 27, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Project I-80N-2(15)27
Cascade Locks City Power
& Light Line Relocation

Dear Sir:

Reference is made to your letter of May 12, 1959, which proposed that west of Multnomah Falls the power line be placed southerly of the existing highway, and east of Multnomah Falls the line be placed on the north side of the existing highway fill. Your letter also requested that we advise you of a location that we would approve in case we did not approve your proposal.

We have thoroughly discussed and reviewed your proposal; however, we cannot approve placing the line on the north side of the existing highway east of Multnomah Falls. This section of the line would be approximately 9000 feet in length and would have to be serviced from the through lanes of the Interstate highway contrary to Bureau policy. An alternate location that would be acceptable to this office would be to place the line along the old road east from Multnomah Falls, as staked in the field by Mr. Baker.

From Multnomah Falls westerly the location on the south side of the existing highway would be satisfactory. Provision for a low standard service road to service this section of the line would be necessary, with entry from the connection to Benson State Park.

Regarding clearing widths for the line along the old road, it is our feeling that widths satisfactory to the Cascade Locks City Power and Light Co. can be provided without clearing a uniform width of 100 feet. In general, we suggest a width of 30 feet with removal of danger trees. Where the line is on the south side of the old road, a clearing width of 50 feet on the high side would be acceptable.

Copy to
[illegible]

(More)

We agree that condemnation of the power line would be undesirable. If any further meetings with the Cascade Locks Power and Light Co. are required to reach agreement, we will be glad to cooperate.

Very truly yours,

C. G. Polk
Division Engineer

RECEIVED
FEB [illegible] 1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
February 25, 1959

SUBJECT: Removal of Power Poles
Right of Way
Columbia River Highway
Pole Permit Nos. 3204,
3562 and 3563

To: Mr. W. C. Williams
State Highway Engineer
Office

Enclosed find a letter received on February 24th, from Mr. Vawter Parker, Attorney for the City of Cascade Locks, relative to the removal of power poles on the Columbia River Highway.

I am also enclosing a copy of my letter to Mr. Parker which I forward to you for your information.

L I Lindas
L. I. LINDAS
Chief Counsel

LIL:hg
Enclosures

RECEIVED
FEB 25 1959
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123 5M 10-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 25, 1959

IN REPLY PLEASE REFER TO

Parker and Abraham
Attorneys at Law
205 Third Street
Hood River, Oregon

Subject: Removal of Power Poles
Right of Way
Columbia River Highway
Pole Permit Nos. 3204,
3562 and 3563

Attention: Mr. Vawter Parker

Dear Mr. Parker:

This is to acknowledge your letter of February 20, 1959, relative to our request that power poles belonging to the City of Cascade Locks be moved in accordance with directions contained in our letter of February 3, 1959.

I have forwarded your letter to the Engineering Department relative to the city's desire to work with the Department in the removal of the poles.

However, with respect to your opinion as to the city's obligations I can only reiterate what I stated in my letter of February 3, 1959, and that is, if the Department is required to do this work we are going to look to the City of Cascade Locks for reimbursement in accordance with the terms set out in the above letter.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:hg

COPY

RECEIVED

PARKER & ABRAHAM
ATTORNEYS AT LAW
205 THIRD STREET
HOOD RIVER, OREGON

VAWTER PARKER
KENNETH M. ABRAHAM

TELEPHONE 8581

February 20, 1959

156-59

COPY

State Highway Department
State of Oregon
Salem, Oregon

Attention L. L. Lindas, Chief Counsel

Re: City of Cascade Locks
Your file: Removal of Power Poles
Right of way
Columbia River Highway Pole Permits
No. 324, 3562, and 3563

Gentlemen:

We have been instructed to inform you that the City of Cascade Locks is unable for financial reasons to remove the poles as requested in your letter of February 3, 1959. This letter is not to be in any way construed as creating any obligation upon the City for repayment of the costs of such pole line relocation.

The City offers no objection to your removal of the line to a new location and will want to work with you so that power interruption will be held to a minimum and that the new line will meet all the requirements of good pole line construction for safety to the public and trouble free operation. In this connection, we wish to direct to your attention that near to Dodson there now exists a dangerous condition for the public due to the removal by your contractors of the dirt from around the poles leaving insufficient support in times of stress on the line due to the weather conditions that come at this time of year.

The City has not abandoned and wishes to again reassert its position that it is not a tenant at suffernace on this right of way but that the pole line permit was granted to it in exchange for certain lands belonging to the City transferred to the State Highway Department at that time.

Very truly yours,

PARKER & ABRAHAM

By Vawter Parker

VP/db

FORM E-129-X 12 BM 8-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
FEB 6 1959
FOR FILING

February 3, 1959

NOTED
W. C. WILLIAMS

Mayor Lloyd C. Reinholt
Cascade Locks
Oregon

Re: Removal of Power Poles
Right of Way
Columbia River Highway
Pole Permit Nos. 3204,
3562 and 3563

Dear Mayor Reinholt:

On October 3, 1949 and March 27, 1951, pursuant to the provisions of ORS 758.010, the City of Cascade Locks was given permits by the Oregon State Highway Commission to place power poles upon the northerly and southerly side of the Columbia River Highway in Multnomah County between Mist Falls and Dodson.

You are, no doubt, aware that the Highway Department is now in the process of relocating and reconstructing the Rooster Rock-Multnomah Falls Section and the Multnomah Falls-Dodson Section of the Columbia River Highway, and upon which you have located poles in accordance with the permits above referred to.

This letter is to notify you to remove these poles from their location upon the existing right of way and reset them in accordance with the directions of the Oregon State Highway Commission through the State Highway Engineer, so that the completion of the highway facility may be affected.

I have been instructed to inform you that if the poles are not moved within a period of 30 days from the receipt of this letter, the Highway Department will proceed to move them to a new location upon the right of way.

If the latter alternative is necessary, the Highway Department will keep accurate costs records of the cost of the removal of said poles and will thereafter look to the City of Cascade Locks for reimbursement in the amount of said cost.

I would appreciate having an early reply from you advising us whether you will remove the poles in accordance with the directions given by the Highway Engineer, or will require the Highway Department to proceed with said removal.

Yours very truly,

L. I. LINDAS
Chief Counsel

LIL:bk
cc - W. C. Williams
Forrest Cooper
Tom Edwards
Vawter Parker

RECEIVED
FEB - 3 1959
OFFICE OF
STATE HIGHWAY ENGINEER

30-3311 Hat Rock St. Park Combin. 1959
Shelter & Latrine
#5535

C & A
1506

#5535

1A-2

RECEIVED
MAY 21 1960
FOR FILING

30-3211

5535

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 9, 1960

~~To: Mr. Floyd Query~~
Secretary
OFFICE

SUBJECT: Supplement No. 1 dated 6-12-53 to
U. S. Army Licenses
Hat Rock State Park
Umatilla County

Attached is the original and fully executed Supplement No. 1 to the inventory and condition report at Hat Rock State Park located in Section 14 and 15, Township 5 North, Range 29 East, Willamette Meridian, Umatilla County, Oregon.

C. H. Armstrong
State Parks Superintendent

By
Paul E. Davies
Paul E. Davies
Property Supervisor

PED:ba

Attach.

NOTED
FLOYD QUERY

MISC. CONTRACTS and
AGREEMENTS No. 1306

April 26, 1960

Agenda Item 1A-2

Corps of Engineers, U.S. Army
Office of the District Engineer
Walla Walla District
Bldg. 602, City-County Airport
Walla Walla, Washington

Gentlemen:

We are enclosing three copies of Supplement No. 1 to Inventory and Condition Report covering certain improvements constructed at Hat Rock State Park, to be included in the inventory of items furnished to us in our lease. These copies have been signed by the State Highway Commission and are now ready for the signature of the Official of the Department of Army, Corps of Engineers.

One copy of the above document has been retained in this office pending receipt of a fully signed copy.

Very truly yours

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By________________________
C. W. Head, Assistant Secretary

P.S. One conformed copy and three photo copies have been retained.

[illegible] 5-11-60

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

AGENDA
APR 21 1960
1A-2

April 7, 1960

Oregon State Highway Commission

Gentlemen:

The Corps of Engineers has spent quite a large sum of money at Hat Rock State Park constructing an additional road, boat launching ramp, car parking area, and a floating foot bridge across the lower arm of the bay or arm of the lake on which we have our park. This was completed early last Fall.

The Corps is now asking that the boat landing dock, constructed of wood, and a floating foot bridge 200 feet long be included in the inventory of items furnished to us in our lease of that portion of Hat Rock State Park.

Inasmuch as these are valuable assets to the State Park and were constructed wholly by the Corps of Engineers and for the use of Park patrons, I recommend that you approve and sign the Supplemental Agreement covering this inventory.

Very truly yours,

C. H. Armstrong
State Parks Superintendent

CHA:AJ

cc Floyd Query — 7 copies
W. C. Williams
L. I. Lindas
C. H. Maison
Gene Huntley

Ⓐ
4 COPIES TO
BE SIGNED

Parks

NPWRM-1
McNary
Hat Rock Park, Ore

8 March 1960

State Parks Superintendent
Oregon State Highway Department
Salem, Oregon

Dear Sir:

As you are no doubt aware, the Government had certain improvements constructed at Hat Rock Park last summer. It is necessary that the boat dock and footbridge be included in your license from the Department of the Army dated 12 June 1953 which covers your use of the area for park purposes.

There is inclosed in quadruplicate Supplement No. 1 to Inventory and Condition Report which is designed to include these improvements in your license. Please have three copies executed and returned to this office in the inclosed envelope.

Upon receipt of the three copies properly executed, the Supplement No. 1 will be executed on behalf of the Government and you will be supplied a fully executed copy for attaching to your copy of the basic Inventory and Condition Report.

Sincerely yours,

MAX K. TYSOR
Chief, Real Estate Division

2 Incls
1. Supplement (quad)
2. Envelope

RECEIVED
MAR 23 1960
FOR FILING

S 3311

5535

March 23, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5535 for construction of combination shelter and latrine in Hat Rock State Park on the Columbia River Highway in Umatilla County was completed by the contractor, K. L. Clark, on February 2, 1960, and was formally accepted by the Highway Commission on March 10, 1960.

Final payment in the amount of $702.79 will be released to the contractor on or after April 2, 1960. The total contract amount is $7,626.96, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

A

RECEIVED
OCT 29 1959
FOR FILING
30-3311
5535

FORM E-128

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

October 28, 1959

Mr. K. L. Clark
Route 2, Box 317
Hermiston
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5535, awarded September 24, 1959, for combination shelter and latrine in Hat Rock State Park on the Columbia River Highway in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do
Encl.

RECEIVED
SEP 28 1959
FOR FILING

[illegible]

5535

September 24, 1959

Mr. K. L. Clark
Route 2, Box 317
Hermiston, Oregon

Dear Mr. Clark:

The State Highway Commission on September 24, 1959 awarded to you State Highway Contract No. 5535 for the construction of the Hat Rock State Park combination shelter and latrine on the Columbia River Highway in Umatilla County.

This award was based on your bid of $7,652.00 which was the low bid submitted to the Commission on September 10, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
L. D. Merchant
C. H. Armstrong

I-80N-6(16) Grande Ronde River Br. 1959
250 on Old Oregon Tr. Hwy.
#5536

RECEIVED
APR 6 1962
FOR FILING
[illegible]
5536

April 5, 1962

Mr. Robert K. Williamson
Box 510
La Grande, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of March 14 and attached Notice of Claim in the amount of $2,128.36 for pickup rental and repairs in connection with the following State Highway Contracts with S & D Construction Co.:

✓ No. 5536 - Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

No. 5703 - Meacham Railroad Overcrossing on the Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County.

So that there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD
dc

April 5, 1962

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Enclosed is a letter, dated March 14, 1962, from Robert K. Williamson, with claim attached for filing in the amount of $2,128.36 for pickup rental and repairs. This appears to be in connection with the following State Highway Contracts with S & D Construction Co.:

No. 5536 - Grande Ronde River Bridge on the Glover-Ferry Section of the Old Oregon Trail Highway in Union County. United Pacific Insurance Company, surety.

No. 5703 - Meacham Railroad Overcrossing on the Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County. Home Indemnity Company, surety.

Please acknowledge receipt of the claim on the enclosed copy of this letter.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

NOTED ON CARD
dc

April 5, 1962

Home Indemnity Company
American Bank Building
Portland 4, Oregon

and

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.
Attn: Mr. W. T. Atkins

Gentlemen:

A letter dated March 14, 1962, with claim attached, has been received from Robert K. Williamson, La Grande, advising that S & D Construction owe him $2,128.36 for pickup rental and repairs. This appears to be in connection with the following State Highway Contracts with S & D Construction Co.:

No. 5536 - Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County. United Pacific Insurance Company, Surety.

No. 5703 - Meacham Railroad Overcrossing on the Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County. Home Indemnity Company, Surety.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your companies appear as sureties on the performance bonds furnished with these contracts.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

NOTED ON CARD

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commissioners
Mr. Forrest Cooper

March 14, 1962

Oregon State Highway Department
Salem, Oregon

Atten: Mr. Floyd Query

Gentlemen:

I am enclosing a signed claim against S & D Construction Co. in the amount of $2128.36, for pickup rental and repairs to said pickup. This is in compliance with your letter of January 23, 1962.

Sincerely yours,

Robert K Williamson

Robert K. Williamson
Box 510
La Grande, Oregon

RECEIVED
APR 2 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

TO: Oregon State Highway Commission

Notice hereby is given that the undersigned Robert K. Williamson has a claim for pickup rental and repairs to such pickup to put it into the condition it was in at the time it was first used on the job both at the Glover-Perry bridge and the railroad crossing at Meacham, in the sum of $1760.00 rental and $368.36 pickup repair, against the bond taken from United Pacific Insurance Co. and Home Indemnity Co., for the work of Grande Ronde River Bridge, Glover-Perry Section of the Old Oregon Trail Highway in Union County and Meacham Railroad Overcrossing, Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County.

Robert K. Williamson
Robert K. Williamson

RECEIVED
JAN 24 1962

FOR FILING

[illegible]

5536

January 23, 1962

Mr. R. K. Williamson
Box 510
La Grande, Oregon

Dear Mr. Williamson:

This is to acknowledge your letter of January 17 stating that S & D Construction Company owes you (amount not stated) for repairs and rental on your pickup that was used on the bridges at Perry and Meacham.

Our records indicate this to be in reference to the S & D Construction Company's contracts as follows:

Contract No. 5536. Grande Ronde River Bridge, Glover-Perry Section of the Old Oregon Trail Highway in Union County. Surety, United Pacific Insurance Company. Agent, Seth Leavens Agency, 500 Jackson Tower, Portland, Oregon. Contract completed July 3, 1961; accepted July 28, 1961.

Contract No. 5703. Meacham Railroad Overcrossing, Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County. Surety, Home Indemnity Company. Agent, Seth Leavens Agency, 500 Jackson Tower, Portland, Oregon. Project approximately 99% complete.

The above sureties furnished the performance bonds which ~~is~~ are given to assure completion of the contracts and payment of all bills incurred in them. The State does not make payment of claims but looks to the prime contractor and surety for such payment. If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. As requested, we are attaching excerpts from the Oregon Laws outlining the filing proceedure.

In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

NOTED ON CARD
dc

Secretary
OREGON STATE HIGHWAY COMMISSION

January 17, 1962

Oregon State Highway Commission
State Highway Department
Salem, Oregon

Attention: Mr Floyd Query

Dear Mr. Query,

I have a bill against S & D. Construction Company for both repairs and rental on my pickup that was used on the bridges both at Perry & Meacham.

Please send me claim forms that are needed to file this claim.

# 5536
# 5703 99% compl.

Sincerely
R. K. Williamson
Box 510
La Grande, Oregon

RECEIVED
JAN 19 1962
OREGON
STATE HIGHWAY COMMISSION

Cec,
please reply
FQ

NOTED
FLOYD QUERY

RECEIVED
JAN 24 1962
FOR FILING

I-80N-6(16)

5536

January 22, 1962

United Pacific Insurance Company
% Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

Gentlemen:

A letter dated January 17 has been received from R. K. Williamson, Box 510, La Grande, advising that S & D Construction Company owes (amount not stated) for repairs and rental of a pickup that was used on the bridges at Perry and Meacham.

This appears to be in connection with the S & D Construction Company's Contract No. 5536, Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

We provide this information as your company appears as surety on the performance bond furnished with this particular contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dl

cc: Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 SE Roadway
Portland, Oregon

R. K. McIver
G. L. Jackson
Forrest Cooper

NOTED ON CARD
dc

RECEIVED
JAN 11 1962
FOR FILING

5536

January 10, 1962

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.

Attention: Mr. W. T. Atkins

Gentlemen:

On January 5, we informed you that the Inland Machinery Company, La Grande, had received payment in full from S & D Construction Co. for equipment rental in the amount of $395.40. This was in connection with State Highway Contract No. 5536 for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

The Secretary of State informed us on January 9 that the above Inland Machinery Company claim in the amount of $395.40 was filed in his office on January 2 and was assigned his file No. 3903. Attached is a copy of the claim for your records.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S &D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commissioners
Mr. Forrest Cooper

NOTED ON CARD
dc

CWH:fp

1859

STATE OF OREGON
DEPARTMENT OF STATE
SALEM 10

HOWELL APPLING, JR.
Secretary of State

January 2, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, a notice of claim from W. A. Spitzer, Vice President, Inland Machinery Co., 1805 Adams Avenue, La Grande, Oregon, for rental of one used Caterpillar D8 Tractor, equipped with Cable Control Unit and Angle Bulldozer rented for twenty-eight (28) hours and a total of Three Hundred Ninety-Two (392.00) Dollars; and parts supplied nuts and bolts for the amount of Three and 40/100 Dollars (3.40) or a total sum of Three Hundred Ninety-Five and 40/100 (395.40) Dollars against the bond taken from United Pacific Insurance Company thru Seth Leavens Agencym 500 Jackson Tower, Portland, Oregon for the work on contract #5536 for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo Stephens
Public Records Section

GS:J
Encls.

RECEIVED
JAN 9 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

TRACTORS • DIESEL ENGINES • CONSTRUCTION, LOGGING & FARM EQUIPMENT

INLAND MACHINERY CO.

1805 ADAMS AVENUE • LA GRANDE, OREGON

December 29, 1961

State of Oregon

Salem, Oregon

Notice hereby is given that the undersigned Inland Machinery Co. has a claim for rental of one used Caterpillar D8 Tractor, equipped with Cable Control Unit and Angle Bulldozer rented for twenty-eight (28) hours and a total of Three Hundred Ninety-Two (392.00) Dollars; and parts supplied nuts and bolts for the amount of Three and 40/100 Dollars (3.40) or a total sum of Three Hundred Ninety-Five and 40/100 (395.40) Dollars against the bond taken from United Pacific Insurance Company thru Seth Leavens Agency, 500 Jackson Tower, Portland, Oregon for the work on contract #5536 for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

Wilmer A. Spitzer

W. A. Spitzer, Vice President

INLAND MACHINERY CO.

File No. 3903

FILED
JAN 2 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JAN 2 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

CATERPILLAR

RECEIVED
JAN 8 1962

FOR FILING

[illegible]

5536

January 5, 1962

Inland Machinery Co.
1805 Adams Avenue
La Grande, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of January 2 informing us that S & D Construction Co. have paid you in full in the amount of $395.40 for equipment rental in connection with State Highway Contract #5536. Our records indicate this to be our contract with S & D Construction Co. for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

This information will be noted in our records and we will advise the surety and the contractor regarding the receipt of your letter.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD
dc

TRACTORS • DIESEL ENGINES • CONSTRUCTION, LOGGING & FARM EQUIPMENT

INLAND MACHINERY CO.

1805 ADAMS AVENUE • LA GRANDE, OREGON

January 2, 1962

State Of Oregon
Salem, Oregon

Gentlemen:

On December 29, 1961 we forwarded a claim for rental of one used Caterpillar D8 Tractor for twenty-eight (28) hours amounting to $392.00 and for parts supplied in the amount of $3.40 or a total of $395.40. This claim was against the bond taken from United Pacific Insurance Co. thru Seth Leavens Agency, Portland, Oregon for the work on contract #5536 for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

Since we presented our claim we have received a check from the construction company covering both amounts listed above so we would appreciate your disregarding our claim.

Thank you for your cooperation.

Yours very truly,

INLAND MACHINERY CO.

Berneta Moats

Secretary to W. A. Spitzer, Sales Manager

Berneta Moats (Mrs.)

Cc please handle
76

RECEIVED
JAN 3 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JAN 4 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 8 1962
FOR FILING

5536

January 5, 1962

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.

Attention: Mr. W. T. Atkins

Gentlemen:

The Inland Machinery Co., La Grande, has informed us that S & D Construction Co. have paid their account in full in the amount of $395.40 for equipment rental.

This appears to be in connection with State Highway Contract No. 5536 with S & D Construction Co. for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

NOTED ON CARD
dc

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commissioners
Mr. Forrest Cooper

CWH:fp

RECEIVED
DEC 26 1961

FOR FILING

5536

December 19, 1961

Inland Machinery Co.
1805 Adams Avenue
La Grande, Oregon

Attention: Mr. Will Spitzer
Sales Manager

Gentlemen:

This is to acknowledge receipt of your letter of December 15 stating that S & D Construction Co. and their sureties owe you for tractor rental and repairs in connection with the following State Highway Contracts:

Contract No. 5536 for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County. The surety is the United Pacific Insurance Company, through Seth Leavens Agency, 500 Jackson Tower, Portland. This contract was completed July 3 and accepted by the State Highway Commission July 28, 1961.

Contract No. 5703 for the Meacham Railroad Overcrossing on the Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County. The Home Indemnity Company is the surety and the agent is Seth Leavens Agency, 500 Jackson Tower, Portland. This project is approximately 99 percent complete.

As you are no doubt aware, the sureties through their agents furnished the performance bonds which are given to assure completion of the contracts and payments of all bills incurred in them.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment. Contract payments are not withheld by us unless requested by the surety or by our own department.

If you wish to protect your claims under the bonds, they should be filed with the Secretary of State within six months after the contracts have been accepted by the Highway Commission. Attached are excerpts from the Oregon Laws outlining the filing procedure.

NOTED ON CARD

In the meantime, this information will be noted in our records and we will advise the sureties and the contractor of the receipt of your letter.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

TRACTORS • DIESEL ENGINES CONSTRUCTION, LOGGING & FARM EQUIPMENT

INLAND MACHINERY CO.

1805 ADAMS AVENUE • LA GRANDE, OREGON

December 15, 1961

Mr. Floyd Query
Secretary to Highway Commission
Oregon State Highway Commission
State Highway Building
Salem, Oregon

Dear Mr. Query:

Enclosed is a copy of a letter to Park & Shenk, 435 Rust Building, San Francisco, to the attention of Mr. Bill Thomas. They are the Bonding Company that bonded the S & D Construction Co. for building an overpass on Highway 30 at Meacham, Oregon. I believe the letter is self-explanatory, namely, they have rented tractors to complete this overpass and have had tractors repaired to complete the job but have not paid the bill. #5703

The same is true of United Pacific Insurance, 728 St. Helens Avenue, Tacoma, Washington. They were the Bonding Co. of S & D Construction Co. for the Glover-Perry Grande Ronde River Bridge #8425 contract #5536. I have enclosed copies of correspondence we have had with this firm which relates to their renting of a tractor but not paying the rent. #5536

We are bringing these claims to your attention before a final settlement is made with either Bonding Company.

In our correspondence with these firms we have documented all our claims but they continue to delay payment. This has been aggravating as the machines were rented to do the final work for completion of the job, and if we had not rented machines to them their cost for completion would have been much higher.

We would appreciate holding a final settlement until these

Cle,
please reply
JG

NOTED
C. W. HEAD

NOTED
FLOYD QUERY

claims are paid and if you have any suggestions on how we can speed up payment we would be very grateful.

Very truly yours,

INLAND MACHINERY CO.

Will Spitzer
Sales Manager

Will Spitzer
je
enc.

RECEIVED
DEC 18 1961
OREGON
STATE HIGHWAY COMMISSION

Paid
Dec 12-'61

November 29, 1961

Mr. Henry Reints
United Pacific Insurance
728 St. Helens Avenue
P. O. Box 1216
Tacoma 1, Washington

Air Mail

Dear Mr. Reints:

It has been over a month since your letter regarding the S & D Construction Co. invoices. In our previous correspondence we sent copies of invoices, purchase orders, etc., for complete documentation of our statement. Certainly you have had adequate time to substantiate our claims. Since the machines were used in May and June and rentals due then, I believe you would agree with me that we have been patient in waiting for our money. I think you should consider too, the fact that if we had not rented the equipment the completion of this job would have been extended.

Normally when an account is six months past due we turn it over to our attorneys. We were hopeful that this would not be necessary in this case, however, if we do not get action we can take this route.

If there is any information lacking we will be happy to send it to you, however, we would appreciate some action on this claim.

Very truly yours,

INLAND MACHINERY CO.

Sales Manager

Will Spitzer
js

Home Office • 728 St. Helens Avenue • Box 1216 • Tacoma 1, Washington

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

October 25, 1961

Inland Machinery Company
1805 Adams Avenue
La Grande, Oregon

Mr. Will Spitzer

Gentlemen:

BD60-31858
S. & D. Construction Co.-
Oregon State Highway
(Glover-Perry Grande Ronde
River Bridge No. 8425, contract No. 5536)

This will acknowledge receipt of your letter of October 19, 1961 with the attached invoice copies. While I was in the Portland area in the latter part of last week, I was unable to obtain any approval on your bill from S. & D. Construction Co. We, therefore, are still not certain as to what their position may be, but have referred the matter to our Portland office to check from there and attempt to discuss this matter with someone representing S. & D. and determine our position. As soon as we have anything additional on this we will be glad to communicate with you further.

Very truly yours,

UNITED PACIFIC INSURANCE COMPANY

Henry F. Reints
Claims Department

HFR:dm

October 12, 1961

Mr. Henry Reints
United Pacific Insurance
728 St. Helens Avenue
P. O. Box 1216
Tacoma 1, Washington

Airmail

Dear Mr. Henry Reints:

In reference to our phone conversation of today I am enclosing copies of the purchase order, a letter from Rich Freight Lines and our original invoice.

The copy of the purchase order, dated May 26, 1961, is signed by Tracy Bird and states the rental agreement. The rental rate for the D8, s/n 2U21603 with 8A dozer and control was $14.00 per hour with a minimum of four hours per day.

Invoice L-26337 was rent for the total time the D8 was used. You can see that we billed for only the days used and the hours used instead of a minimum of four hours per day.

Now, the D8 was delivered to the lower Perry job on May 26, 1961, as per the letter from Rich Freight Lines, and was transported to the Meacham job on June 15, 1961. Referring to invoice L-26337, the D8 was used on the lower Perry job for a total of 28 hours. The dates and hours used from May 27th to June 6th at a rental rate of $14.00 per hour amounts to $392.00. The other 10 hours of rental shown on this invoice will be charged to the Meacham job.

In addition, there was an open account balance of $3.40 for parts items used on this job. The total for the rent and the open account amounts to $395.40.

We are submitting a new statement for this amount and would appreciate your remittance.

Yours very truly,

INLAND MACHINERY CO.

Sales Manager

W.A.Spitzer
bm
Encls

P.S. Mr. Spitzer was called out of the office before this letter could be typed. He asked me to sign it and mail to you promptly.

Secretary

RECEIVED
DEC 26 1961
FOR FILING

5536

December 19, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.

Attention: Mr. W. T. Atkins

Gentlemen:

A letter, dated December 15, 1961, has been received from Inland Machinery Co., La Grande, advising that S & D Construction Co. and their bonding company owe them (amount not stated) for tractor rental. This appears to be in connection with State Highway Contract No. 5536 with S & D Construction Co. for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commissioners
Mr. Forrest Cooper

NOTED ON CARD

CWH:fp

RECEIVED
DEC 26 1961
FOR FILING

5536

December 14, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

United Pacific Insurance Co.
P. O. Box 1216
Tacoma, Washington

Attn: W. T. Atkins

Gentlemen:

Notice of claim has been received from Helm & Neely, Lawyers, LaGrande, on behalf of Eugene S. Becker, advising that S & D Construction Company owes them $2,762.25 for a breach of contract for the hauling of aggregate and the judgment of the Circuit Court of Oregon for the County of Union.

This appears to be in connection with State Highway Contracts 5791, for Meacham Railroad Overcrossing on Deadman's Pass-Meacham Section of Old Oregon Trail Highway in Umatilla County, and 5536, for the Grande Ronde River Bridge on Glover-Perry Section of Old Oregon Trail Highway in Union County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

This information is provided as your companies appear as sureties on the performance bonds furnished with these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: S & D Construction Co.
4932 S.E. Reedway
Portland 6, Oregon

Seth Leavens Agency
300 Jackson Tower
Portland, Oregon

M. K. McIver
G. L. Jackson
Forrest Cooper

NOTED ON CARD
Ac

HELM & NEELY
LAWYERS
WEST-JACOBSON BUILDING
LA GRANDE, OREGON

LA GRANDE
DEC 11
7-PM
1961
OREG.

Cec, better check with
an attorney as this

RECEIVED
DEC 13 1961
OREGON
STATE HIGHWAY COMMISSION

Mr. Lloyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

NOTICE OF CLAIM

TO: MR. LLOYD QUERY, Secretary, Oregon State Highway Commission, Salem, Oregon, and
AUDITOR, Oregon State Highway Commission, Salem, Oregon.

NOTICE IS HEREBY GIVEN that the undersigned, Eugene S. Becker, has a claim based upon a breach of contract for the hauling of aggregate and the judgment of the Circuit Court of the State of Oregon for the County of Union in the amount of $2,745.25 against the bond taken from Jack Sowles and Don Dubois, dba S & D Construction Company, as principal, Home Indemnity Company and United Pacific Insurance Company, as sureties, for the work in connection with the Meacham railroad over-corssing of the Deadman's Pass-Meacham Section of the Old Oregon Trial Highway in Umatilla County, contract No. 5703, and the Grande Ronde River bridge on the Glover-Perry section of the Old Oregon Trail Highway in Union County, Contract No. 5536, all of said construction contracts being with the State Highway Commission of the State of Oregon.

This notice is given pursuant to Oregon Revised Statutes, Chapter s79.

DATED this ____ day of December, 1961.

Eugene S. Becker
Eugene S. Becker

RECEIVED
DEC 13 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 26 1961
FOR FILING

5536

December 14, 1961

Helm & Neely
Lawyers
West-Jacobson Building
LaGrande, Oregon

Gentlemen:

This is to acknowledge receipt of your notice of claim on behalf of Eugene S. Becker, in the amount of $2,745.25, for a breach of contract for the hauling of aggregate and the judgment of the Circuit Court of the State of Oregon for the County of Union. Your claim states that this is in connection with S & D Construction Company's contracts 5703 and 5536.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the interim this information will be noted in our records and we will advise the sureties and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

NOTED ON CARD
dc

RECEIVED
DEC 26 1961
FOR FILING

[illegible]
5536

December 14, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George C. Stephens

Gentlemen:

Attached is a notice of claim for filing, in the amount of $2,745.25, received from Helm & Neely, Lawyers, on behalf of Eugene S. Becker, for a breach of contract for the hauling of aggregate and the judgment of the Circuit Court of Oregon for the County of Union. The claim also states that this is in connection with the S & D Construction Company's Contracts 5703 and 5536 as described in the notice of claim.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

Encl.

CWH : jmc

NOTED ON CARD
dc

RECEIVED
FORM E-123-X 50M 6-61
DEC 26 1961
FOR

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 14, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George C. Stephens

Gentlemen:

Attached is a notice of claim for filing, in the amount of $2,745.25, received from Helm & Neely, Lawyers, on behalf of Eugene S. Becker, for a breach of contract for the hauling of aggregate and the judgment of the Circuit Court of Oregon for the County of Union. The claim also states that this is in connection with the S & D Construction Company's Contracts 5703 and 5536 as described in the notice of claim.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

Encl.

NOTED ON CARD

File #3898

FILED
DEC 15 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
DEC 15 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 15 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

9

RECEIVED
DEC 5 1961
FOR FILING

I-8N-[illegible]

5536

November 28, 1961

Law Offices
Reinhardt, Coblens & Stoll
Corbett Building
Portland 4, Oregon

Attention: Seymour L. Coblens

Gentlemen:

This is to acknowledge receipt of your letter of November 21, 1961, and attached claim of Burns Bros., in the amount of $221.37 with interest thereon at the rate of 6% per annum from May 27, 1961, for labor and material furnished to S & D Construction Company and their sureties in connection with Contract Nos. 5536, 5590, 5703, and 5734.

According to our records Contract No. 5734 is not an S & D Construction Company contract. However, there was a contract, No. 5754, with S & D Construction Company, Bridge-Overflow structures on the Willamette River Bridge on the Peripheral Road in Lane County. We assume this is the project to which you had reference.

So there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the sureties and contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jh

NOTED ON CARD
dc

5

LAW OFFICES
REINHARDT, COBLENS & STOLL
CORBETT BUILDING
PORTLAND 4, OREGON
CApitol 6-6695

JUSTIN N. REINHARDT
SEYMOUR L. COBLENS
NORMAN A. STOLL
MORTON A. WINKEL

BARNETT H. GOLDSTEIN
COUNSEL

November 21, 1961

Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

Enclosed herewith please find Notice of Claim against Don Dubois and Jack Sowles, individually and as co-partners doing business as S & D Construction Co., and their sureties on behalf of Burns Bros., Inc.

Very truly yours,

REINHARDT, COBLENS & STOLL

Seymour L. Coblens

SLC:cav
Enclosure

RECEIVED
NOV 24 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

LAW OFFICES
REINHARDT, COBLENS & STOLL
CORBETT BUILDING
PORTLAND 4, OREGON
CAPITOL 6-6695

JUSTIN N. REINHARDT
SEYMOUR L. COBLENS
NORMAN A. STOLL
MORTON A. WINKEL

BARNETT H. GOLDSTEIN
COUNSEL

RECEIVED
[illegible]
[illegible]

November 21, 1961

Leo Nuttman, Esq.
Legal Department
State Highway Commission
Salem, Oregon

Re: Burns Bros., Inc. vs. S & D Construction Co.

Dear Mr. Nuttman:

Enclosed herewith please find photocopy of Notice of Claim this day being sent to the Secretary of Oregon State Highway Commission in connection with the foregoing.

Your cooperation has been greatly appreciated and I would appreciate it further if you would give me any further information you may have on hand.

Very truly yours,

REINHARDT, COBLENS & STOLL

Seymour L. Coblens

SLC:cav
Enclosure

NOTICE OF CLAIM

TO: OREGON STATE HIGHWAY COMMISSION

ATTENTION: FLOYD QUERY, SECRETARY

Gentlemen:

Notice is hereby given that the undersigned, Burns Bros., Inc., has a claim for labor and material in the sum of $221.37 with interest thereon at the rate of 6% per annum from May 27, 1961, against Don Dubois and Jack Sowles, individually and as co-partners doing business as S & D Construction Co., and their sureties on the bonds issued in connection with contracts No. 5536, 5590, 5703 and 57$\overset{5}{3}$4 entered into between the State Highway Commission and the said Don Dubois and Jack Sowles.

BURNS BROS., INC.

By Jack H Burns Pres

RECEIVED
DEC 5 1961
FOR FILING

[illegible]

5536

November 28, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter dated November 21 with claim attached has been received from Reinhardt, Coblens & Stoll, Attorneys, Portland, on behalf of Burns Bros., Inc., advising that S & D Construction Company owes them for labor and material in the amount of $221.[illegible]7 with interest thereon at the rate of 6% per annum from May 27, 1961.

This appears to be in reference to Contract Nos. 5536, 5090, 5703 and 5734. This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

This information is provided as your company appears as surety on the performance bonds furnished with Contract Nos. 5090, 5703 and 5734.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
cc: [illegible] Insurance Company
930 Jackson Tower
Portland, Oregon

S & D Construction Company
4930 St [illegible]
Portland, Oregon

M. K. McIver
G. L. Jackson
W. C. Williams
Forrest Cooper

CAH:jh

NOTED ON CARD
dc

RECEIVED
DEC 5 1961
FOR FILING

[illegible]

5536

November 28, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Washington

Attention: R. T. Atkins

Gentlemen:

A letter dated November 21 with claim attached has been received from Reinhardt, Coblens & Stoll, Attorneys, Portland, on behalf of Burns Bros., Inc., advising that S & D Construction Company owes them for labor and material in the amount of $221.37 with interest thereon at the rate of 6% per annum from May 27, 1961.

This appears to be in reference to Contract Nos. 5536, 5690, 5700 and 5794. This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

This information is provided as your company appears as surety on the performance bond furnished with Contract No. 5536.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc: Seth Leavens Insurance Company
300 Jackson Tower
Portland, Oregon

S & D Construction Company
4930 NE Roadway
Portland, Oregon

M. K. McIver
G. L. Jackson
W. C. Williams
Forrest Cooper

WCW:jh

NOTED ON CARD
dc

RECEIVED
DEC 5 1961
FOR FILING

[illegible]
5536

November 28, 1961

The Honorable Howell Appling, Jr.
Secretary of State
State Capitol Building
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a claim for filing in the amount of $221.57 received from Reinhardt, Coblens & Stoll, Attorneys, on behalf of Burns Bros., Inc., for labor and material furnished to S & D Construction Company and their sureties in connection with Contract Nos. 5536, 5590, 5703, and 5754.

The Home Indemnity Company furnished the performance bonds on Contract Nos. 5590, 5703, and 5754, and the United Pacific Insurance Company furnished the performance bond on Contract No. 5536.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enclosure

CHH:jh

NOTED ON CARD

RECEIVED
[illegible] 1961
FOR FILING

Note on card

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FORM E-129-X 50M 6-61

[illegible]

5536

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 28, 1961

The Honorable Howell Appling, Jr.
Secretary of State
State Capitol Building
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a claim for filing in the amount of $221.37 received from Reinhardt, Coblens & Stoll, Attorneys, on behalf of Burns Bros., Inc., for labor and material furnished to S & D Construction Company and their sureties in connection with Contract Nos. 5536, 5590, 5703, and 5754.

The Home Indemnity Company furnished the performance bonds on Contract Nos. 5590, 5703, and 5754, and the United Pacific Insurance Company furnished the performance bond on Contract No. 5536.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enclosure

CWH:jh

File #3895

FILED
NOV 30 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARD
LC

RECEIVED
NOV 30 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

(5)

LAW OFFICES
REINHARDT, COBLENS & STOLL
CORBETT BUILDING
PORTLAND 4, OREGON
CApitol 6-6695

JUSTIN N. REINHARDT
SEYMOUR L. COBLENS
NORMAN A. STOLL
MORTON A. WINKEL

BARNETT H. GOLDSTEIN
COUNSEL

November 21, 1961

Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

Enclosed herewith please find Notice of Claim against Don Dubois and Jack Sowles, individually and as co-partners doing business as S & D Construction Co., and their sureties on behalf of Burns Bros., Inc.

Very truly yours,

REINHARDT, COBLENS & STOLL

Seymour L. Coblens

SLC:cav
Enclosure

RECEIVED
NOV 24 1961
OREGON
STATE HIGHWAY COMMISSION

OTED
YD QUERY

NOTICE OF CLAIM

TO: OREGON STATE HIGHWAY COMMISSION

ATTENTION: FLOYD QUERY, SECRETARY

Gentlemen:

Notice is hereby given that the undersigned, Burns Bros., Inc., has a claim for labor and material in the sum of $221.37 with interest thereon at the rate of 6% per annum from May 27, 1961, against Don Dubois and Jack Sowles, individually and as co-partners doing business as S & D Construction Co., and their sureties on the bonds issued in connection with contracts No. 5536, 5590, 5703 and 57$\overset{5}{\underline{3}}$4 entered into between the State Highway Commission and the said Don Dubois and Jack Sowles.

BURNS BROS., INC.

By Jack H. Burns Pres.

RECEIVED
NOV 24 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 5 1961
FOR FILING

5536

Note on Cards

November 27, 1961

Mr. Denver Young
Sheriff, Marion County
Courthouse
Salem, Oregon

Dear Sir:

Attached is our return Notice of Garnishment, Eugene S. Becker vs. Jack Sowles and Don DuBois, partners, dba S & D Construction Co.

Yours very truly,

(No money due and owing)

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc Mr. C. H. Maison

CWH:fp

(Contracts 5536, 5703, 5754, and 5590)

NOTED ON CARD
dc

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 24, 1961

SUBJECT: Attachment and Garnishment
Contract Nos 5536, 5703, 5754,
and 5590
S & D Construction Company

To: Mr. Floyd Query
Secretary

OFFICE

Please be informed that the return of "Garnishment" under the above "Execution" should be made with as no money due and owing. This is so because an assignment has been effected in all of the above-mentioned contracts which assignments have prior rights.

Leo V. Huttman
LEO V. HUTTMAN
Staff Attorney

LVH:ep
cc: C. W. Maison

NOTED
C. W. HEAD

FORM E-30 50M 7-60

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
NOV 21 1961
LEGAL & RIGHT OF WAY

Salem, Oregon
November 20, 1961

SUBJECT: Contract Nos. 5536, 5703, 5754, and 5590
S & D Construction Company

To:

Mr. L. I. Lindas, Chief Counsel
Room 104
State Highway Building
Salem, Oregon

Dear Mr. Lindas:

Attached are a "Notice of Garnishment" and "Execution", Eugene S. Becker vs. Jack Sowles and Don Dubois, partners, dba S & D Construction Company, in the amount of $2,667.00 plus interest and costs.

The State owes money to S & D Construction Company on the following State Highway Contracts, Nos. 5536, 5703, 5754, and 5590.

Will you please make the necessary reply and advise us of the action so that we may inform the surety and our Auditor. These papers were served in this office at 9:25 a.m. today.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By C. W. Head
C. W. Head, Assistant Secretary

In the Circuit Court of the State of Oregon for the County of Union

STATE OF OREGON,
COUNTY OF UNION, } ss.

To the Sheriff of MARION ~~Union~~ County, greetings:

WHEREAS, on the 30 day of October A. D., 1961, by consideration of the Circuit Court of the State of Oregon for the County of Union, in an action then pending in said Court Eugene S Becker Plaintiff, recovered judgment against Jack Soules and Don Dubois, partners, dba S & D Construction Co Defendant, for the sum of Two Thousand Six Hundred Sixty Seven ($2667.00) - - - DOLLARS damages, besides interest and costs, which judgment was enrolled and docketed in the clerk's office of said Court, in said County, on the 30 day of October A. D., 1961

THEREFORE, in the name of the State of Oregon, you are commanded that out of the personal property of said defendant, or if sufficient cannot be found, then out of the real property belonging to said defendant, in your County, or on or after the said 30 day of October, 1961, you satisfy the sum of Two Thousand Sixty Seven and no/100 ($2667.00) - - - - - - - - - DOLLARS now due on said judgment, with interest at the rate of 6 per cent per annum from the 30th day of October, 1961, and the further sum of $78.25 DOLLARS costs, and also the costs of and upon this writ, and have the same in said Court within sixty days after you receive this writ.

Witness my hand and seal of said Court, on the 13 day of November, 1961

(seal)

/sd/ C L Graham Clerk

By Deputy

RECEIVED
OV 28 1961
FOR FILING

5536

November 27, 1961

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway Contract No. 5536, for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County, was completed by the contractor, S & D Construction Company, on July 3, 1961 and was formally accepted by the Highway Commission on July 28, 1961.

Final payment in the amount of $24,412.58 will be released and mailed to the contractor in care of the United Pacific Insurance Company, 728 St. Helens Avenue, Tacoma 1, Washington, attention, Henry F. Reints, on or after December 5, 1961. The total contract amount is $414,542.83 and no force account work was performed on the project.

You have been previously notified that claims have been filed against this contract.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

RECEIVED
NOV 21 1961
FOR FILING
[illegible]
5536

Salem, Oregon
November 20, 1961

Contract Nos. 5536, 5703, 5754, and 5590
S & D Construction Company

Mr. L. I. Lindas, Chief Counsel
Room 104
State Highway Building
Salem, Oregon

Dear Mr. Lindas:

Attached are a "Notice of Garnishment" and "Execution", Eugene S. Becker vs. Jack Sowles and Don Dubois, partners, dba S & D Construction Company, in the amount of $2,667.00 plus interest and costs.

The State owes money to S & D Construction Company on the following State Highway Contracts, Nos. 5536, 5703, 5754, and 5590.

Will you please make the necessary reply and advise us of the action so that we may inform the surety and our Auditor. These papers were served in this office at 9:25 a.m. today.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:jh

RECEIVED
DEC 5 1961
FOR FILING

[illegible]

5536

Salem, Oregon
November 20, 1961

Contract Nos. 5536, 5703, 5754, and 5590
S & D Construction Company

Mr. L. I. Lindas, Chief Counsel
Room 104
State Highway Building
Salem, Oregon

Dear Mr. Lindas:

Attached are a "Notice of Garnishment" and "Execution", Eugene S. Becker vs. Jack Sowles and Don Dubois, partners, dba S & D Construction Company, in the amount of $2,667.00 plus interest and costs.

The State owes money to S & D Construction Company on the following State Highway Contracts, Nos. 5536, 5703, 5754 and 5590.

Will you please make the necessary reply and advise us of the action so that we may inform the surety and our Auditor. These papers were served in this office at 9:25 a.m. today.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Mead, Assistant Secretary

CWM:jh

NOTED ON CARD
dc

RECEIVED
NOV 15 1961

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

5536

Acc. note & give to
Cook
76

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 13, 1961

Mr. N. P. Hughes
Internal Revenue Service
P.O. Box 3976
Portland 8, Oregon

Re: Levy of October 10, 1961, against
DuBois and Sowles, S & D Construction
Company, 4830 S.E. Reedway, Portland
6, Oregon

Dear Mr. Hughes:

On October 17, 1961, I wrote you informing you that we held money in the neighborhood of $24,000.00 for S & D Construction Company.

Upon checking with our Accounting Department it has been verified that no money was due and owing at the time of the levy and that no money is due and owing now.

The purpose of this letter is to, therefore, file a no money return as a response to your Notice of Levy for income tax payments.

Very truly yours,

L. I. LINDAS
Chief Counsel

NOTED ON CARD
tc

By
LEO V. NUTTMAN
Staff Attorney

LVN:ep
cc: Floyd Query

(Contracts involved:)
#5536
#5590
#5703
#5754

NOTED
FLOYD QUERY
NOTED
C. W. HEAD

RECEIVED
1961

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5536

November 13, 1961

Mr. Henry F. Reints
Claims Department
United Pacific Insurance Group
728 St. Helens Avenue
P.O. Box 1216
Tacoma 1, Washington

Re: BB 60-31858 S & D Construction Company
Oregon State Highway Commission
Old Oregon Trail Section
(Glover - Perry Grande Ronde River
Bridge, Bridge No. 8425 - Contract
No. 5536)

Dear Mr. Reints:

Thank you for your letter of November 6, 1961.

Upon checking through the citations quoted in your letter of November 6, 1961, I am inclined to agree with you as to the law involved.

However, I believe the question is moot at this time as at the time of the levy by the Federal Government no money was due and owing to the United Pacific Insurance Group or to the contractor involved and, therefore, it will have no further effect unless of course another levy is made.

If another levy is made and money is due and owing to United Pacific or to the S & D Construction Company this office will not make a judicial decision as to who to pay the money to. We do not feel that we should make a decision, which, if wrong, would place us in jeopardy of additional payments of money.

Therefore, if a future levy is made and money is due and owing, it will be up to the United Pacific Insurance Group and the Federal Internal Revenue Department to determine by interpleader action or by agreement as to who will receive the money.

In the meantime I believe the question is moot and that any funds which are now due and owing can be paid. However, I do not believe there are any funds at the present time which are due and owing to United Pacific Insurance Group.

NOTED ON CARD
LC

NOTED
LLOYD QUERY

NOTED
C. W. HEAD

If this office can be of any further help, please do not hesitate to call upon us.

Very truly yours,

L. I. LINDAS
Chief Counsel

By
LEO V. NUTTMAN
Staff Attorney

LVN:ep
cc: Floyd Query ✓
C. H. Maison

RECEIVED
NOV 15 1961
FORM E-30 50M 3-61 34397
FOR FILING

I-[illegible]

5536

Cec note & give to Cook

76

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 13, 1961

SUBJECT: Contract Numbers: 5536-5590-5703-5754

To: Mr. Floyd Query
Secretary

Office

The Notice of Levy filed by the Internal Revenue Department on October 10, 1961, has no affect upon the above-mentioned contracts. In Contract No. 5536 no money was due and owing to S & D Construction Company at the time and, therefore, the levy is ineffectual and we need pay no attention to it.

As to Contract Numbers 5590, 5703, 5754, please be informed that the assignments were prior in time and right over the Federal levy and, therefore, the levy may be ignored.

It is advisable that when future payments become due, under any of the above-mentioned contracts, that you contact this office. This is so because there may be further levies of execution or judgments in the future.

I have advised the Federal Government that there is no money due and owing.

Leo V. Nuttman
LEO V. NUTTMAN
Staff Attorney

LVN:ep
cc - C. H. Maison

NOTED ON CARD
dc

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
NOV 14 1961
FOR FILING

[illegible]

5536

D Cook

November 13, 1961

Davidson, Duffy & Stout
Law Offices
1525 Yeon Building
Portland 4, Oregon

Attention: Mr. Walden Stout

Gentlemen:

Thank you for your letter of November 10 concerning a "Notice of Levy" filed by the District Director of the U.S. Internal Revenue against funds due and payable to S & D Construction Company.

The "Notice of Levy" as filed in this office did not contain any indication as to what contract it pertained to; however, we have checked into the matter carefully, and upon the advice of our Legal Counsel all payments which were being held up were released last week.

Thank you for advising us that the Levy pertains only to Contract No. 5536.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: L. I. Lindas
Attn: Leo Nuttman

NOTED ON CARD
dc

LAW OFFICES OF
DAVIDSON, DUFFY & STOUT
1525 YEON BUILDING
PORTLAND 4, OREGON

CARL E. DAVIDSON
CHARLES P. DUFFY
WALDEN STOUT
DONALD J. GEORGESON

November 10, 1961

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query
Secretary

Re: S & D Construction Co.

Gentlemen:

As your files will indicate, I am the attorney for S & D Construction Co., and as such have received a copy of your letter to Home Indemnity Company, dated November 2, 1961.

The Notice of Levy which you mention in your letter was filed by the District Director of Internal Revenue at the suggestion of S & D, so that the federal government might collect taxes to which it was entitled out of the payments due or to become due S & D under Contract No. 5536 for the construction of Grand Ronde River Bridges. The revenue agent in the collection department was advised that the collection should be made against this specific contract and it was not the intention of any one involved that there should be any Notice of Levy applying to any of the other S & D jobs.

As you probably know, all amounts coming due under the other jobs have been assigned to Home Indemnity Company, whereas, the Grand Rondecontract is still in the name of S & D and it is bonded by an entirely different company, (United Pacific Insurance Co.).

Under the circumstances, we urgently request that you treat the Notice of Levy as applying only to the particular job intended, and that you make no withholding of payments coming due under the other contracts.

We are advising the District Director's office of our position and hope that this matter may be straightened out with the cooperation of all parties concerned.

Very truly yours,

Walden Steel

WS:m

RECEIVED
NOV 13 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 8 1961
FOR FILING
I-80N-6(16)25
5536

9

November 7, 1961

Sheriff, Union County
Union County Courthouse
La Grande, Oregon

Re: Eugene S. Becker vs. Jack Sowles, et al

Dear Sir:

Enclosed please find two copies of "Notice of Garnishment" and a "Levy of Execution". Upon advice of our Legal Division, these are being returned to you without a return made by the State Highway Department for the reason that ORS 23.190 states that process of attachment and garnishment proceedings must be made upon the accounting officer in Salem, Oregon, through the Sheriff of Marion County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

jh
cc: Leo Muttman
A. F. Parson

NOTED ON CARD

Salem, Oregon
November 6, 1961

L. I. Lindas
Chief Counsel

Attached are a "Notice of Garnishment" in duplicate and an "Execution", Eugene S. Becker vs. Jack Sowles and Don Dubois, co-partners, dba S & D Construction Company, in the amount of $2,667 plus interest and costs.

The State owes S & D Construction Company money on the following State Highway Contracts: Nos. 5536, 5703, 5754, and 5590. Will you please make the necessary reply and advise us if this takes precedent over previous assignments.

These papers were handed to us this morning by Mr. Ed Pease, of our Construction Division.

Floyd Query, Secretary

Encls.
CWH:jmc

TED ON CARD

FORM E-30 50M 3-61 84997

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
November 1, 1961

SUBJECT: Garnishment & execution
Eugene S. Becker
vs
Jack Sowles & Don DuBois
dba S & D Construction Co.

To:

Mr. Tom Edwards
Construction Engineer
Salem

#5536
#5703
#5754
#5590

There is attached subject garnishment in duplicate, and execution. These papers were left in our hands at 10:15 this date by the Sheriff of Union County and are being forwarded to you for such action as might be in order.

A. F. Parson
Division Engineer

By

C. D. Cannon
Office Engineer

CDC:dj
Encl.

REFERRED TO
Pearce
By Ass't. Construction Engineer
[illegible]

CONSTRUCTION DIVISION
RECEIVED
NOV 6 1961
NOTED.. ☐ ☑ ☐ ☐ ☐
CE ACE ACE COE

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NOV 8 1961

FOR FILING
I-St N-1-

Home Office • 728 St. Helens Avenue • Box 1216 • Tacoma 1, Washington

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

November 6, 1961

State of Oregon
State Highway Department
Salem, Oregon

Mr. Leo V. Nuttman, Staff Attorney

Dear Mr. Nuttman:

BB 60-31858 -
S & D Construction Co. -
Oregon State Highway Commission
(Old Oregon Trail Highway,
Section Glover-Perry Grande
Ronde River Bridge,
Bridge No. 8425, Contract No. 5536)

Thank you for your letter of October 31, 1961 in which you refer to further correspondence having been received from the Chief Counsel of the U.S. Treasury Department and where you refer us to prior decisions involving Federal Tax lien. The Ball Construction Company case referred to is distinguishable from the instant case, in that in the present case, the United Pacific Insurance Company had suffered a loss through payment of unpaid bills of laborers and material men on the very job under which the moneys are held, whereas in the Ball case, the surety had suffered a loss in connection with a contract independent from that under which the moneys were held. In other words, the surety in the Ball case was attempting to recover from funds being held under a contract involving the Housing Authority whereas the loss to the surety had been incurred in connection with a subcontract to Darby Construction Company and Perkins Construction Company. The rights of a surety under a situation as is involved here were, therefore, not determined in the Ball case.

It might be pointed out that the liability for taxes does not arise by virtue of any contract, or, as stated in the case of U.S. F. & G. v United States, 201 Fed. 2d 118 with reference to a similar situation,

> "........ This did not create liability on Kendrick's part for payment of these taxes. It was merely declaratory of Kendrick's liability under the Federal Tax laws."

Further, a bonding company is not liable for withholding taxes incurred on a job which it bonded. See U.S. v Zschach

NOTED
LLOYD QUERY

Construction Company, 110 Fed. Supplement 510; Central Bank v U.S. 345 U.S. 639 and U.S. v Crossland Construction Company, 217 Fed. 2d 275.

In the case of the U.S. F. & G. v United States, referred to above, a general contractor, Leavell, subcontracted a portion of his work to Kendrick and the U.S. F. & G. executed a bond to secure the faithful performance of Kendrick's work. Kendrick defaulted in the discharge of his obligation for materials and supplies and also did not pay the United States for withholding taxes. The surety was called upon to make good for the claims for materials and supplies which it did. There remained due and owing to Kendrick a certain sum at the conclusion of said contract to which the Government asserted a claim, as did the surety. In holding that the claim of the surety was superior to that of the Government for taxes the court said: "Finally it is contended that the Government's lien for these taxes is superior to the surety's claim to these funds. This contention has been decided against the Government in a series of cases. As pointed out in the application for the payment bond, Kendrick assigned to the surety company all its rights, title and interest in and to any funds it was entitled to receive from the principal contractor, Leavell, to indemnify it against liability to which it might become subjected by virtue of Kendrick's breach of its construction subcontract. At the time the surety company became liable and discharged its liability by paying all material, supply and labor claims, the fund in question was due Kendrick from Leavell. When a surety is called upon and makes good under its contract of suretyship upon default of its principal, it acquires an equitable lien against any sum remaining in the hands of the one for whose protection the bond was written due to its principal upon discharge of his obligation under its bond. This equitable lien relates back to the date of the contract and is superior to a Government lien for unpaid taxes subsequent to the date of the contract for suretyship although prior to the date of payment by the surety."

In the case of New York Casualty v Zwerner, 58 Fed. Supplement 473 the court states: "The plaintiff surety company, by reason of its payment of claims for labor and material under the obligation of its performance and payment bonds, has a first and prior equitable lien on any and all funds remaining unpaid to the contractor, arising out of the construction contract; and surety is subrogated to the rights of the owner, National Housing Agency, and of labor and material claimants to the balance of said contract price; that said equitable lien in favor of the surety company relates back to the date of the suretyship contract."

It might be pointed out that the Zwerner case has been cited with approval on many occasions including citation by the Fifth Circuit in the case of General Casualty Company v U.S., 205 Fed. 2d 753.

It seems clear, therefore, that since the loss suffered by our company was in connection with the very contract under which the funds are held, there can be no question but that we have first right to these moneys, both by virtue of the Doctrine of Equitable Subrogation and under the Assignment, a copy of which has previously been filed with you. We, therefore, reiterate our demand contained in previous correspondence to your office that any moneys held by you deriving from the above-captioned project, now due or to become due to the contractor, be turned over to us.

Very truly yours,

UNITED PACIFIC INSURANCE COMPANY

Henry F. Reints
Claims Department

HFR:mh
CC: Oregon State Highway Commission ✓

NOTED ON CARD
lc

RECEIVED
NOV 8 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
2 1961

FORM 668-A
(REV. APRIL 1959)

I-304-1(16)

5536

U. S. TREASURY DEPARTMENT — INTERNAL REVENUE SERVICE #5536

Put on by CC Head

NOTICE OF LEVY

TO: State Highway Commission
Salem, Oregon

DATE October 10, 1961

You are hereby notified that there is now due, owing, and unpaid from *(Name and Address of Taxpayer)*

Dubois and Sowles, S & D Construction Co. - 4930 S. E. Reedway- Portland 6, Oreg.

to the United States of America the sum of

Two thousand seven hundred twenty-six and 42/100 - - - - - Dollars $2,726.42

PERIOD AND TYPE OF TAX	DATE OF ASSESSMENT	ACCOUNT NO.	UNPAID BALANCE	STATUTORY ADDITIONS	TOTAL
WE 6/61	8-18-61	8-145101-61	$ 2,699.50	$ 26.92	$ 2,726.42
				TOTAL AMOUNT DUE	$ 2,726.42

You are further notified that demand has been made upon the taxpayer for the amount set forth herein, and that such amount is still due, owing, and unpaid from this taxpayer, and that the lien provided for by Section 6321, Internal Revenue Code of 1954, now exists upon all property or rights to property belonging to the aforesaid taxpayer. Accordingly, you are further notified that all property, rights to property, moneys, credits, and bank deposits now in your possession and belonging to this taxpayer (or with respect to which you are obligated) and all sums of money or other obligations owing from you to this taxpayer are hereby levied upon and seized for satisfaction of the aforesaid tax, together with all additions provided by law, and demand is hereby made upon you for the amount necessary to satisfy the liability set forth herein, or for such lesser sum as you may be indebted to him, to be applied as a payment on his tax liability.

DISTRICT DIRECTOR OF INTERNAL REVENUE	BY (Signature)	TITLE
A. G. Erickson	P. Hughes	Revenue Officer

CERTIFICATE OF SERVICE

I hereby certify that this levy was served by delivering a copy of this notice of levy to the person named at the right hereof.	NAME C W Head	TITLE Asst Sec to Comm.
	DATE AND TIME 10/11/61 1:30 PM	SIGNATURE OF REVENUE OFFICER Paul Larsen

U. S. GOVERNMENT PRINTING OFFICE: 1959—O-

Part 2 - To be retained by addressee

FORM 668-A (REV. 4-59)

EXCERPTS FROM THE INTERNAL REVENUE CODE

SEC. 6321. LIEN FOR TAXES.

If any person liable to pay any tax neglects or refuses to pay the same after demand, the amount (including any interest, additional amount, addition to tax, or assessable penalty, together with any costs that may accrue in addition thereto) shall be a lien in favor of the United States upon all property and rights to property, whether real or personal, belonging to such person.

SEC. 6322. PERIOD OF LIEN.

Unless another date is specifically fixed by law, the lien imposed by section 6321 shall arise at the time the assessment is made and shall continue until the liability for the amount so assessed is satisfied or becomes unenforceable by reason of lapse of time.

SEC. 6331. LEVY AND DISTRAINT.

(a) AUTHORITY OF SECRETARY OR DELEGATE.—If any person liable to pay any tax neglects or refuses to pay the same within 10 days after notice and demand, it shall be lawful for the Secretary or his delegate to collect such tax (and such further sum as shall be sufficient to cover the expenses of the levy) by levy upon all property and rights to property (except such property as is exempt under section 6334) belonging to such person or on which there is a lien provided in this chapter for the payment of such tax. Levy may be made upon the accrued salary or wages of any officer, employee, or elected official, of the United States, the District of Columbia, or any agency or instrumentality of the United States or the District of Columbia, by serving a notice of levy on the employer (as defined in section 3401 (d)) of such officer, employee, or elected official. If the Secretary or his delegate makes a finding that the collection of such tax is in jeopardy, notice and demand for immediate payment of such tax may be made by the Secretary or his delegate and, upon failure or refusal to pay such tax, collection thereof by levy shall be lawful without regard to the 10-day period provided in this section.

(b) SEIZURE AND SALE OF PROPERTY.—The term "levy" as used in this title includes the power of distraint and seizure by any means. In any case in which the Secretary or his delegate may levy upon property or rights to property, he may seize and sell such property or rights to property (whether real or personal, tangible or intangible).

(c) SUCCESSIVE SEIZURES.—Whenever any property or right to property upon which levy has been made by virtue of subsection (a) is not sufficient to satisfy the claim of the United States for which levy is made, the Secretary or his delegate may, thereafter, and as often as may be necessary, proceed to levy in like manner upon any other property liable to levy of the person against whom such claim exists, until the amount due from him, together with all expenses, is fully paid.

SEC. 6332. SURRENDER OF PROPERTY SUBJECT TO LEVY.

(a) REQUIREMENT.—Any person in possession of (or obligated with respect to) property or rights to property subject to levy upon which a levy has been made shall, upon demand of the Secretary or his delegate, surrender such property or rights (or discharge such obligation) to the Secretary or his delegate, except such part of the property or rights as is, at the time of such demand, subject to an attachment or execution under any judicial process.

(b) PENALTY FOR VIOLATION.—Any person who fails or refuses to surrender as required by subsection (a) any property or rights to property, subject to levy, upon demand by the Secretary or his delegate, shall be liable in his own person and estate to the United States in a sum equal to the value of the property or rights not so surrendered, but not exceeding the amount of the taxes for the collection of which such levy has been made, together with costs and interest on such sum at the rate of 6 percent per annum from the date of such levy.

(c) PERSON DEFINED.—The term "person," as used in subsection (a), includes an officer or employee of a corporation or a member or employee of a partnership, who as such officer, employee, or member is under a duty to surrender the property or rights to property, or to discharge the obligation.

SEC. 6333. PRODUCTION OF BOOKS.

If a levy has been made or is about to be made on any property, or right to property, any person having custody or control of any books or records, containing evidence or statements relating to the property or right to property subject to levy, shall, upon demand of the Secretary or his delegate, exhibit such books or records to the Secretary or his delegate.

SEC. 6334. PROPERTY EXEMPT FROM LEVY.

(a) ENUMERATION.—There shall be exempt from levy—

(1) Wearing Apparel and School Books.—Such items of wearing apparel and such school books as are necessary for the taxpayer or for members of his family;

(2) Fuel, Provisions, Furniture, and Personal Effects.—If the taxpayer is the head of a family, so much of the fuel, provisions, furniture, and personal effects in his household, and of the arms for personal use, livestock, and poultry of the taxpayer, as does not exceed $500 in value;

(3) Books and Tools of a Trade, Business, or Profession.—So many of the books and tools necessary for the trade, business, or profession of the taxpayer as do not exceed in the aggregate $250 in value.

(4) UNEMPLOYMENT BENEFITS.—Any amount payable to an idividual with respect to his unemployment (including any portion thereof payable with respect to dependents) under an unemployment compensation law of the United States, of any State or Territory, or of the District of Columbia or of the Commonwealth of Puerto Rico.

(b) APPRAISAL.—The officer seizing property of the type described in subsection (a) shall appraise and set aside to the owner the amount of such property declared to be exempt. If the taxpayer objects at the time of the seizure to the valuation fixed by the officer making the seizure, the Secretary or his delegate shall summon three disinterested individuals who shall make the valuation.

(c) NO OTHER PROPERTY EXEMPT.—Notwithstanding any other law of the United States, no property or rights to property shall be exempt from levy other than the property specifically made exempt by subsection (a).

FORM 668-A (REV. 1-59)

CEIVED
V 3 1961
FOR FILING

4436

November 2, 1961

Burleigh, Carey & Gooding
Attorneys at Law
West-Jacobson Building
La Grande, Oregon

Attention: Mr. Willard K. Carey

Gentlemen:

This is to acknowledge receipt of your letter of October 31 concerning Tracy G. Bird's claim against S & D Construction Co. on Contract Nos. 5536 and 5703.

Mr. Bird's claim, dated August 16, 1961, was filed in the Secretary of State's Office on August 23, 1961, and was given his File No. 3854. We have conferred with Mr. George C. Stephens of the Secretary of State's Office and he has informed us that Mr. Bird's filing is a blanket claim in the identical amount of $141.96 against each contract.

Yours very truly,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.
Attn: Mr. W. T. Atkins

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon
Attn: Geo. C. Stephens

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

CWH:fp

BURLEIGH, CAREY & GOODING
ATTORNEYS AT LAW
WEST-JACOBSON BUILDING
LA GRANDE, OREGON

S. H. BURLEIGH
WILLARD K. CAREY
R. THOMAS GOODING

PHONE WO 3-2131
P. O. BOX 694
ROOMS 6-7-8-9-10

October 31, 1961

Mr. Floyd Query
Oregon State Highway Commission
Salem, Oregon

In re: Tracy G. Bird vs. S. & D Construction
Contracts 5536 and 5703

Dear Mr. Query:

May I thank you very much for your kind and prompt letter of October 25th in regard to the above entitled matter. I wasn't absolutely sure from your statement in said letter that the claim filed by Mr. Bird on August 23rd, 1961 and with the Secretary of State's Office, was in the amount of $141.96 on each of the contracts or a total claim of said amount.

Actually Mr. Bird has advised me that he did about the same amount of work on each of the two contract bridge jobs and that, therefore, his claim of $141.96 merely represents a total claim of $283.92 divided in half as to each of the bridges; and, of course, represents the total of the three claims mentioned in paragraph two of your letter.

I would truly appreciate it, Mr. Query, if you would be kind enough to advise me whether or not there is actually two claims each in the sum of $141.96 against the two contracts. If not, of course, we are going to have to file a claim for an additional $141.96. Thank you very much.

Very truly yours,

Willard Carey
WILLARD K. CAREY

RECEIVED
NOV 1 1961
OREGON
STATE HIGHWAY COMMISSION

WKC/dh

RECEIVED
NOV 3 1961
FORM E-30 50M 7-60 29395
FOR FILING

2236

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 31, 1961

SUBJECT: Levy of October 10, 1961, against DuBois and Sowles, S & D Construction Company, 4830 S.E. Reedway, Portland 6, Oregon

To: Floyd Query
Secretary

OFFICE

It is the opinion of this office that the United States Treasury Department has priority over any and all labor and material claims. At the time the United States Treasury makes demand upon your office for payment, please contact this office again in the event anything new comes up which might change the picture.

Leo V. Nuttman
LEO V. NUTTMAN
Staff Attorney

LVN:ch

Query

FORM E-132-X 50M 6-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 31, 1961

U. S. Treasury Department
Internal Revenue Service
Office of the Regional Counsel
484 Pittock Block
Portland, Oregon

Attention: Aaron S. Resnik
Acting Regional Counsel

Re: Levy of October 10, 1961,
against DuBois and Sowles, S & B
Construction Company, 4830 S.E.
Reedway, Portland 6, Oregon

Dear Mr. Resnik:

Thank you for your letter of October 26, 1961.

After reading the cases referred to in that letter, I agree with your contention that this assignment does not have priority over a Federal levy.

According to Gower vs. State Tax Commission it appears that the claims filed for labor and material do not have priority over the Federal tax levy either.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

LEO V. NUTTMAN
Staff Attorney

LVN:ch
cc: Floyd Query ✓

Query

FORM E-123-X 50M 6-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 31, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma 1, Washington

Contract 5536

Attention: Henry F. Reints
Claim Department

Re: Levy of October 10, 1961,
against DuBois and Sowles, S & D
Construction Company, 4830 S.E.
Reedway, Portland 6, Oregon

Dear Mr. Reints:

I have received further correspondence from the Chief Counsel of the U. S. Treasury Department and find that according to United States vs. R. F. Ball Construction Company, 355 U. S. 587, that the assignment purportedly made in the application is an assignment. However, that assignment does not have priority over a Federal tax lien.

Please be informed, therefore, that when the demand is made upon the State of Oregon, by and through its State Highway Commission, for payment of the sum to the Federal tax levy, we will honor such claim.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

LEO V. NUTTMAN
Staff Attorney

LVN:ch
cc: Floyd Query ✓

RECEIVED
OCT 26 1961
FOR FILING

5536

October 25, 1961

Burleigh, Carey & Gooding
Attorneys at Law
P. O. Box 694
LaGrande, Oregon

Attention: Mr. Willard K. Carey

Gentlemen:

Your letter of October 23 refers to claims that Mr. Tracy G. Bird has against S & D Construction Company on Contracts 5536 and 5703.

Our records on these two contracts show that on August 11, 1961 we were notified of three claims in the amount of $102.05, $68.23 and $113.64. Claims in these amounts, however, have not been filed with the Secretary of State.

On August 23, 1961 we find that Mr. Bird filed a claim with us and with the Secretary of State in the amount of $141.96 against Contracts 5536 and 5703. The claim for $141.96, as far as we know, has been filed properly to protect the claim under the bonds on these two contracts. However, we do not know if the claim for $141.96 covers parts of the three claims filed on August 11.

If the latter claim does not cover any part of the three earlier claims, they should be filed with the Secretary of State as outlined in the law. If this is done I believe it will remove any doubt as to whether these three claims have been properly filed to secure protection under the bonds.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

NOTED ON CARD
dc

FQ:jn.c

NOTED
C. W. HEAD

BURLEIGH, CAREY & GOODING
ATTORNEYS AT LAW
WEST-JACOBSON BUILDING
LA GRANDE, OREGON

S. H. BURLEIGH
WILLARD K. CAREY
R. THOMAS GOODING

PHONE WO 3-2131
P. O. BOX 694
ROOMS 6-7-8-9-10

October 23, 1961

Mr. Floyd Query
Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon

In re: Tracy G. Bird
701 Division Street
LaGrande, Oregon
Claim Against:
S & D Construction Co.

Dear Mr. Query:

Mr. Tracy Bird has asked me to respond to your letter of August 11th, 1961 and your subsequent letter under date of August 22nd, 1961; before responding to your letters I checked with Fords Tire Service, McDonald Electric and Gateway Auto all of which are local businesses here in LaGrande, which furnished services for Mr. Tracy Bird upon hisjeep pickup which was furnished for the benefit and use of S & D Construction Company in the construction of two bridges numbered 5536 and 5703.

Apparently, each of the three creditors still are unpaid and have statements against Bird in the sum of $68.23 for McDonald Electric, $73.90 for Fords Tire Service and $103.05 for Gateway Auto. Mr. Bird also claims to have expended approximately $45 in telephone expenses on behalf of the S & D Construction Co. I wish to make sure that Mr. Bird has properly qualified with the laws of the State of Oregon and more particularly with ORS 279.526 et seq., in filing a proper claim so that in the event payment is not made by the 30th of this month, that we will be in a position to properly bring an action on the Contractor's Bond under and by virtue of ORS 279.536.

Would truly appreciate it if you would be kind enough to advise me at your earliest convenience if Mr. Bird has complied properly with the laws relating to public contracts so that we can take the apprppriate action if he has not on his behalf.

May I thank you in advance for your early attention to this request and for your courteous cooperation in the past.

Very truly yours,

Willard Carey

WILLARD K. CAREY

WKC/dh
CC- Secretary of State
Salem, Oregon
- S & D Construction Co.
4930 S.E. Reedway
Portland, Oregon

RECEIVED
OCT 24 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 24 1961
FOR FILING

Mr. Query

KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

[illegible]
5536

October 23, 1961

Mr. N. P. Hughes
Internal Revenue Service
P. O. Box 3976
Portland 8, Oregon

Re: Levy of October 10, 1961,
against Dubois and Sowles,
S & D Construction Company,
4830 S. E. Reedway,
Portland 6, Oregon

#5536

Dear Mr. Hughes:

Enclosed herewith is a letter from the Surety Company for the above-mentioned contract, along with a general application and agreement of indemnity.

It appears to be the Surety Company's contention that claims for labor and materials will have priority over government levy.

It is also their contention that Paragraph 5 (d) is an assignment.

According to Gower v. State Tax Commission, 207 Or. 288, it seems that the Surety Company's contention is not correct and that the Federal Internal Revenue Service would have priority as far as labor and material claims are concerned.

The only remaining obstacle in this problem then is the purported assignment of Paragraph 5 (d).

I would like to have your opinion as to whether Paragraph 5 (d) is an assignment or not.

Very truly yours,

L. I. LINDAS

By

LEO V. NUTTMAN
Staff Attorney

NOTED ON CARD
de

LVN:dc
Encl.
cc: Floyd Query

NOTED
C. W. HEAD

NOTED
FLOYD QUERY

Mr Query

FORM E-123-X 90M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 23, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma 1, Washington

Re: Levy of October 10, 1961,
against Dubois and Sowles,
S & D Construction Company,
4830 S. E. Reedway,
Portland 6, Oregon

#5536

Attention: Henry F. Reints
Claim Department

Dear Mr. Reints:

According to Gower v. State Tax Commission, 207 Or. 288, and the cases cited therein, it appears to me that there is no doubt that the Federal Government has priority over labor and material claims made so far.

The only remaining obstacle is the purported assignment of Paragraph 5 (d).

It seems to me that this problem is between your company and the Federal Internal Revenue Service and that you people should come to some sort of an agreement or understanding.

Please be informed that if we receive an order from the Internal Revenue Service ordering us to pay over the amount contained in the Notice of Levy, we will do so without hesitation.

I hope this matter can be solved amicably between your company and the Federal Internal Revenue Service.

The agent for the Revenue Service is Mr. N. P. Hughes whose address is Internal Revenue Service, P. O. Box 3976, Portland 8, Oregon.

NOTED ON CARD
dc

Very truly yours,

L. I. LINDAS

By

LEO V. WITTMAN
Staff Attorney

LVW:dc
cc: Floyd Query

OYD QUERY

NOTED
C. W. HEAD

RECEIVED
OCT 30 1961
FOR FILING
5536

October 18, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma 1, Washington

Attention: Mr. Henry F. Reints, Claim Department

Dear Mr. Reints:

In this morning's mail we received your letter of October 17 to which was attached a copy of an Agreement of Indemnity from S & D Construction Company to your company pertaining to our Contract No. 5536 awarded to S & D Construction Company for construction of the Grande Ronde River Bridge on the Old Oregon Trail in Union County. You request that no payments be made because of the Government levy recently filed in our office, but that funds presently held by us be turned over to your company to pay for claims for materials and labor which have been made against this contract.

In a previous letter, dated October 11, we advised that the Government levy had been received and it had been referred to our Chief Counsel. At this time no reply has been made. We are now forwarding your letter of October 17 to the Chief Counsel.

In the meantime, until advice has been received from the Chief Counsel, we have instructed the Auditor to retain whatever funds we may have pertaining to this contract.

Very truly yours,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

cc: L. I. Lindas, Chief Counsel
(Leo Huttman)

C. H. Maison, Auditor

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

Home Office • 728 St. Helens Avenue • Box 1216 • Tacoma 1, Washington

October 17, 1961

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Mr. Floyd Query

Gentlemen:

BB 60-31858, S and D Construction
Company - Oregon State Highway
Commission (Glover - Perry
Grande Ronde River Bridge,
Bridge No. 8425 - Contract No. 5536)

This will acknowledge receipt of your letter of October 11, 1961 and also confirm a telephone conversation had with your office on October 12, 1961 relative to the levy which has been filed by the Internal Revenue Service, apparently for the sum of $2,726.42. Since this levy will undoubtedly require answer by your office, we are sending this letter in order to set forth our position in regard to future action in connection with it.

As your office is undoubtedly aware, numerous bills of laborers and suppliers whose work or material was supplied to the above captioned project, have still not received payment and there will be insufficient funds in the contract with which to pay all proper claims, according to the information which we presently have available. It is our contention that under the existing law, the suppliers and laborers who do have proper claims would be entitled to payment from the job funds available, ahead of a Government levy and that a surety making payment to the suppliers or laborers in the proper amount would be subrogated to the same rights which these claimants had, and thereby also be entitled to look to the job funds for recovery ahead of a Government lien or levy. In addition to this, however, we are enclosing herewith a copy of an Application and Agreement of Indemnity dated July 31, 1958 which was signed by Jack R. Sowles and Donald A. DuBois on behalf of S and D Construction Company and which among other things contains an Assignment to any and all percentages retained by the obligee which would be your office in this case, as well as estimates, payments, extras, final payments, etc. We refer you specifically to Paragraph 5 (d) of the attached instrument for further on this aspect.

Under the circumstances, therefore, we request that no payments be made under the Government levy by your office but that instead any moneys presently held by you or which may subsequently be held by you and owed to the S and D Construction Company, be turned over to us to be used to reimburse ourselves for our loss incurred from payment of claims, expenses, etc. and to be used to pay unpaid proper claims of suppliers and laborers on this job. We must take the position that any payment made in derogation of our rights as set forth above will be considered by us to constitute a wrongful payment.

Very truly yours,

UNITED PACIFIC INSURANCE COMPANY

H. Reints

Henry F. Reints
Claim Department

HFR:cb
Enc.

RECEIVED
OCT 18 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 16 1961
FOR FILING

I-5N (6) [illegible]

5536

File

CONTRACT #5536

Claims Listed

CONTRACTOR: S. & D Construction Co.,
4930 SE Reedway
Portland 6, Oregon

Union County
Old Oregon Trail
Glover-Perry Section
Grande Ronde River Bridge

CLAIMS:

Date	Filed by	Amount
3/20/61	Portland Wire & Iron Works	$ 1,705.06
3/23/61	Willamette Tug & Barge Co.,	7,593.00
4/28/61	Eugene S. Becker	5,830.00
5/10/61	Schrader Const. Co. Inc.,	904.70
8/8/61	Tracy G. Bird - - - - - - - - - - - - - -	(102.05
		(68.23
		(113.64
8/10/61	A. M. Watts	137.50
8/18/61	Tracy G. Bird	141.96
10/11/61	Notice of Levy for Internal Revenue Taxes	2,726.42

- - - - - - - -

Gave a copy to Leo Huffman
10/16/61. C.H.

NOTED
C. W. HEAD

RECEIVED
OCT 12 1961
FOR FILING

[illegible]

5536

Salem, Oregon
October 11, 1961

Mr. L. I. Lindas
Chief Counsel

Attached is a copy of a Notice of Levy for Internal Revenue Taxes, served in this office at 1:30 p.m. today, by Mr. Paul Larsen, Revenue Officer.

This levy in the amount of $2,726.42 is due from S & D Construction Co. and is in connection with State Highway Contract No. 5536 for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

This contract was completed July 3, 1961 and accepted by the Highway Commission July 28, 1961. The United Pacific Insurance Company, through Seth Leavens Agency, 500 Jackson Tower, Portland, furnished the performance bond.

On April 7, 1961, a letter was received in this office from S & D Construction Co. requesting that all payments due on this contract be sent in care of the United Pacific Insurance Company, 728 St. Helens Avenue, Tacoma 1, Wn., Attention: Henry F. Reints.

Mr. Larsen stated that any correspondence pertaining to this matter should be referred to the District Director, Internal Revenue Service, P. O. Box 3976, Portland 8.

This Notice of Levy is submitted to you for whatever action you may deem necessary.

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CWH:fp

NOTED ON CARD
dc

RECEIVED
OCT 12 1961
FOR FILING

5536

October 11, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.

Attention: Mr. W. T. Atkins

Gentlemen:

We have today received a Notice of Levy from the Internal Revenue Service to the effect that S & D Construction Co. owe the U. S. Treasury Department $2,726.42 for taxes.

This appears to be in connection with State Highway Contract No. 5536 with S & D Construction Co. for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

This matter has been referred to Mr. L. I. Lindas, our Chief Counsel.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

NOTED ON CARD
dc

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

RECEIVED
OCT 10 1961

FOR FILING

5536

Salem, Oregon
October 10, 1961

Contract 5536 - Withhold
Payment

C. H. Maison
Auditor

Attention: Mr. John Herr

This is to confirm my telephone conversation this morning with Mr. R. L. Porter in which he stated that a representative of the Internal Revenue Department had requested that we hold up for a few days any payment on Contract 5536 with S & D Construction Company. It was understood that they planned to file a lien the forepart of next week.

Please withhold any payment until we have further information.

Floyd Query, Secretary

FQ:jmc

RECEIVED
AUG 23 1961
FOR FILING

[illegible]

5536

August 22, 1961

Hon. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem, Oregon

Attention: George C. Stephens

Dear Mr. Stephens:

Attached is a claim for filing in the amount of $141.96 received from Tracy C. Bird for a jeep pickup furnished in benefit to the S & D Construction Co.

This appears to be in connection with the S & D Construction Co. contracts as follows:

5536, Grande Ronde River Bridge, Glover-Perry Section, Old Oregon Trail Highway, Union County. Surety - United Pacific Insurance Co. through Seth Leavens Agency, 500 Jackson Tower, Portland.

5703, Meacham Railroad Overcrossing, Deadman's Pass-Meacham Section, Old Oregon Trail Highway, Umatilla County. Surety - Home Indemnity Co. through Seth Leavens Agency, 500 Jackson Tower, Portland.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
CWH:mg

NOTED ON CARD
dc

RECEIVED
AUG 24 1961

File

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5536

August 22, 1961

Hon. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem, Oregon

Attention: George C. Stephens

Dear Mr. Stephens:

Attached is a claim for filing in the amount of $141.96 received from Tracy C. Bird for a jeep pickup furnished in benefit to the S & D Construction Co.

This appears to be in connection with the S & D Construction Co. contracts as follows:

5536, Grande Ronde River Bridge, Glover-Perry Section, Old Oregon Trail Highway, Union County. Surety - United Pacific Insurance Co. through Seth Leavens Agency, 500 Jackson Tower, Portland.

5703, Meacham Railroad Overcrossing, Deadman's Pass-Meacham Section, Old Oregon Trail Highway, Umatilla County. Surety - Home Indemnity Co. through Seth Leavens Agency, 500 Jackson Tower, Portland.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

File # 3854

FILED
AUG 23 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
AUG 23 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 23 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
AUG 23 1961
FOR FILING

COMMISSIONERS
N. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

5536

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 22, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Washington

and

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A claim has been received from Tracy G. Bird, 701 Division Street, LaGrande, Oregon, advising that S & D Construction Co. owes him for the use of a jeep pickup in the amount of $141.96.

This appears to be in connection with the two S & D Construction Co. contracts as follows:

5536, Grande Ronde River Bridge, Glover-Perry Section, Old Oregon Trail Highway, Union County.

5703, Meacham Railroad Overcrossing, Deadman's Pass-Meacham Section, Old Oregon Trail Highway, Umatilla County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

This information is provided as your company appears as surety on the performance bond furnished with these two contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Company
4930 S. E. Reedway
Portland 6, Oregon

Commissioners
W. C. Williams
Forrest Cooper

RECEIVED
AUG [illegible] 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 23 1961
FOR FILING

5536

August 22, 1961

Mr. Tracy G. Bird
701 Division Street
LaGrande, Oregon

Dear Mr. Bird:

This will acknowledge receipt of your claim in the amount of $141.96 for a jeep pickup furnished in benefit to the S & D Construction Co. contracts:

5536, Grande Ronde River Bridge, Glover-Perry Section, Old Oregon Trail Highway, Union County.

5703, Meacham Railroad Overcrossing, Deadman's Pass-Meacham Section, Old Oregon Trail Highway, Umatilla County.

So that there be no misinterpretation of the law we are forwarding your claim to the Secretary of State for filing.

In the meantime this information will be noted in our records, and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:mg

NOTED ON CARD

STATE HIGHWAY COMMISSION

Notice hereby is given that the undersigned Tracy G. Bird has a claim for a 1954 4-wheel drive jeep pickup furnished by him in benefit to his employer, S & D Construction Co., whereby these parties agreed that upkeep of this vehicle would be accrued to and paid for by the latter in the sum of141.96 dollars against the bond taken from United Pacific Insurance Company, through Seth Leavens Agency, 500 Jackson Tower, Portland and 141.96 dollars against the bond taken from Home Indemnity Company, through Seth Leavens Agency, 500 Jackson Tower, Portland, for the work of construction the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County under Contract No. 5536 and the Meacham Railroad Overcrossing of the Deadman's Pass-Meacham Section of the OldOregon Trail Highway in Umatilla County under Contract No. 5703.

Tracy G. Bird

Sworn to before me and subscribed in my presence and given under my hand and official seal this 16th day of August 1961.

Notary Public in and for the State of Oregon
MY COMMISSION EXPIRES DEC. 28, 1962
LaGrande, Oregon
residing at

11-2-61
Blanket Claim
$141.96 on each Contract
"OK" says Geo. Stevens, Sec. of State office
C.H.

RECEIVED
AUG 18 1961
OREGON
STATE HIGHWAY COMMISSION

rec 8-18-61
76

RECEIVED
AUG 18 1961
FOR FILING

5536

D Cook

August 17, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.

Attention: Mr. W. T. Atkins

Gentlemen:

We have received notification from the Secretary of State, dated August 16, 1961, that the claim of A. M. Watts, La Grande, in the amount of $137.50 against S & D Construction Co. on our Contract No. 5536, has now been filed in his office, his file No. 3848.

A description of the claim was outlined in our letter to you of August 15.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fp

NOTED ON CARD
AC

RECEIVED
AUG 16 1961
FOR FILING

[illegible]

5536

D Cook

August 15, 1961

A. M. Watts
1325 W Avenue
La Grande, Oregon

Dear Sir:

This will acknowledge receipt of your letter of August 9 with attached copy of invoice, dated August 10, in the amount of $137.50 for equipment rental and operator furnished to S & D Construction Co. on State Highway Contract No. 5536 for the Grande Ronde River Bridge on the Glover-Perry Section.

This contract was completed July 3, 1961, and accepted by the State Highway Commission July 28, 1961. The United Pacific Insurance Company, through Seth Leavens Agency, 500 Jackson Tower, Portland, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment.

So that there will be no misinterpretation of the law, we are forwarding this claim invoice to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
dc

FP

La Grande, Ore.
August 9, 1961
1325 W Ave.

Secretary of Oregon State Highway Comm.

Salem, Ore.

This work has been finished since date on statement, bill has been turned in twice with no response.

Is there anything you can do in helping me collect this bill?

Thank you.

A. M. Watts

A.M. Watts

RECEIVED
AUG 14 1961
OREGON
STATE HIGHWAY COMMISSION

STATEMENT

La Grande, Oregon. 8/I0 196I

IN ACCOUNT WITH

A. M. WATTS

1325 W AVENUE TELEPHONE WO 3-5906

Grading and Land Leveling

S and D Construction Co.
4930 S. E. Reed Way
Portland, Ore.

Accounts Payable by 10th of the Month Following Purchase

6/2 Equipment rental and operator	8 hrs. @	$I2.50 per hr
6/5 " " " "	3 hrs. @	$I2.50 " "
Total amt. due ----------------------		$I37.50

Bridge number 5536 ----Grande Ronde River

Equipment furnished No. I2 road grader and operator.

RECEIVED
AUG 16 1961
FOR FILING

I [illegible]

5536

August 15, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.

Attention: Mr. W. T. Atkins

Gentlemen:

Attached is a copy of a claim invoice, dated August 10, 1961, in the amount of $137.50 for equipment rental and operator furnished to S & D Construction Co. by A. M. Watts, La Grande. This appears to be in connection with State Highway Contract No. 5536 with S & D Construction Co. for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

This claim invoice has been forwarded to the Secretary of State for filing.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

NOTED ON CARD
Ac

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

fp

RECEIVED
AUG 16 1961
FOR FILING

I [illegible]
5536

August 15, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim invoice for filing in the amount of $137.50 for equipment rental and operator furnished to S & D Construction Co. by A. M. Watts, La Grande. This appears to be in connection with our Contract No. 5536 with S & D Construction Co. for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FP

NOTED ON CARD

FORM E-123-X 80M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 15, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim invoice for filing in the amount of $137.50 for equipment rental and operator furnished to S & D Construction Co. by A. M. Watts, La Grande. This appears to be in connection with our Contract No. 5536 with S & D Construction Co. for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

File # 3848

FILED
AUG 16 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED
FLOYD QUERY

RECEIVED
AUG 16 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
AUG 14 1961
FOR FILING

[illegible]

5536

D Cook

August 11, 1961

Mr. Tracy G. Bird
701 Division
La Grande, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of August 8 and attached statements in the amounts of $102.05, $68,23, and $113.64, which you state that S & D Construction Co. owe you in connection with the performance of State Highway Contracts 5536 and 5703. From the descriptions in your letter, this appears to be in regard to the following contracts:

Contract No. 5536, Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County. This project was completed July 3 and accepted by the Highway Commission July 28, 1961. The surety is the United Pacific Insurance Company, through Seth Leavens Agency, 500 Jackson Tower, Portland.

Contract No. 5703, Meacham Railroad Overcrossing of the Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County. This project was approximately 33 percent complete as of August 1. The surety is the Home Indemnity Company, through Seth Leavens Agency, 500 Jackson Tower, Portland.

These sureties furnished the performance bonds on these contracts, which were given to assure completion of the contracts and payment of all bills incurred in them. The State does not make payment of claims but looks to the surety and the prime contractor for such payment.

If you wish to protect your claimsunder the bonds, they should be filed with the Secretary of State within six months after the contracts have been accepted by the Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the sureties and the contractor that it has been received.

NOTED ON CARD
dc

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

August 8, 1961

Secretary
State Highway Commission
Salem, Oregon

Approx. 33% as of 8-1-61

Dear Sir:

From approximately April 15, 1961 to July 27, 1961, I was employed as foreman for S & D Construction Company on bridge 5536-Grande Ronde River and 5703-Meacham, respectively. Under owner Don DeBoise and later B. M. Thomas, manager for the bonding company which took over operations, I was told as part of my foreman job would be the upkeep on my pickup.

During the months of my employment I traveled 6,000 miles and had work done, which is described in detail on the enclosed three invoices. The brake job was okayed by Mr. DeBoise and when Mr. Thomas took over operations he okayed the other two before I had them done.

Now, I am trying to collect for the expenses acquired and the company has refused to pay. I am writing in hopes you will be able to help me in this matter. I will certainly appreciate all you can do in helping me clear up this matter.

Sincerely,

Tracy G. Bird

Tracy G. Bird

Enclosures
Plus a $40.50 invoice
already in your possession.

Cu, please reply
TG

RECEIVED
AUG 10 1961
OREGON
STATE HIGHWAY COMMISSION

BATTERY, AUTO ELECTRIC, MAGNETO
AND CARBUR SERVICE

OFFICIAL SERVICE

BRIGGS & STRATTON
ENGINES & PARTS

UNITED
SERVICE
MOTORS

McDONALD ELECTRIC CO.

PHONE WO 3-2133 LA GRANDE, OREGON

CUSTOMER'S ORDER NO. ______ DATE 7/21 1961

SOLD TO S & D Construction Co

ADDRESS 4930 S.E. Broadway
Portland, Oregon

SALESMAN

MDSE. SOLD			MDSE. RETD.		REC'D ON	
CASH	CHARGE	C.O.D.	CASH	CREDIT	ACC'T	NOTE
	✓					

QUANTITY	PARTS NUMBER	DESCRIPTION	PRICE	AMOUNT
Parts Labor	# 11389			$35.83 32.40
				$68.23

F 6986	RECEIVED BY	TOTAL

ALL claims and returned goods MUST be accompanied by this bill

WILLYS

GATEWAY AUTO CO.

~~LOW C~~ ~~T AUTO~~

Adams and Third • Telephone WO 3-3548
LA GRANDE, OREGON

STATEMENT

RENAULT

IN ACCOUNT WITH 6-16-61 19

Tracy G. Bird
701 Division
La Grande, Oregon

PLEASE DETACH THIS STUB AND MAIL WITH REMITTANCE $102.05

DATE	DETAIL	✓	DEBITS Parts	CREDITS Labor	BALANCE
	Lubricate			2 00	
	Reline brakes all four wheels		20 01	18 70	
	Replace master cylinder		11 90	4 40	
	Repair wheel clyinders, replace one		11 64	8 25	
	Overhaul steering drag link		2 40	2 75	
	Replace rear inner & outer axle seals		5 60	4 40	
	Turn all four brake drums			10 00	
			51 55	50 50	
					102 05

FORM ® DSA-537

THE REYNOLDS & REYNOLDS CO. CELINA, OHIO LITHO IN U.S.A.

LOW COST AUTO
8% Interest Added to Past Due Accounts

ORD'S TIRE SERVICE

PENDLETON HEPPNER LA GRANDE WALLA WALLA

WORK ORDER

DATE ______ TIME IN ______

NAME	S & D - Construction	CASH	CAR Jeep
STREET		CHARGE	LICENSE 45 7022
TOWN	Portland Ore PHONE	CONTRACT	MILEAGE 31599
TIME PROMISED WILL CALL DELIVER	DELIVERY ADDRESS	C. O. D.	CAR NO.

AMOUNT	WORK OR MERCHANDISE AUTHORIZED	SERIAL NUMBERS	UNIT PRICE	AMOUNT
2	Rear Shocks - Brigg adjustable		1195	2390
2	Front Shocks - Monroe H.D.		1150	2300
	Labor installing shocks			400
1	Universal Joint Forward			1400
	Installed Univ. Joint. Check			450
	& Cleaned & Lubricated Brakes -			
1	R. Rear wheel straightened			4.50
2	700-16-6 Super all Grip	51224ZV	2540	50.80
	Retreads	51137ZV		124.70
				12.70
	Less	Discount on Merch. →		112.00
		TAX		1.64
				113.64
	Tracy Bird Audley			

Signed ______ Invoice Billed ______

DISPOSITION OF TIRES OF CAR	TRADE IN	STORE	JUNK	TAKE WITH

COMMENTS:

INSPECTION REPORT

BATTERY TEST	AIR PRESSURE		TIRE INSPECTION
CONDITION		LF	
ALIGNMENT		RF	
BALANCE		RR	
SHOCKS		LR	
BRAKES		S	

RECEIVED
AUG 14 1961
FOR FILING

[illegible]

5536

August 11, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Wn.

and

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Attention: Mr. W. T. Atkins

Gentlemen:

A letter dated August 8, 1961, with statements attached, has been received from Mr. Tracy G. Bird, 701 Division, La Grande, advising that S & D Construction Co. owe him in the amounts of $102.05, $68,23, and $113.64.

From the description in Mr. Bird's letter, this appears to be in connection with two State Highway Contracts with S & D Construction Co., as follows:

✓ Contract No. 5536 - Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

Contract No. 5703 - Meacham Railroad Overcrossing of the Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County.

We provide this information as your companies appear as sureties on the performance bonds furnished with these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

NOTED ON CARD
lc

CWH:fp

RECEIVED
JUL 11 1961

FOR FILING

5536

D Cook

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 10, 1961

Mr. C. G. Polk
Division Engineer
U. S. Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Mr. Polk:

S & B Construction Company completed work on the Grande Ronde River Bridge Project, on the Old Oregon Trail Highway in Union County, Contract No. 5536, FAP No. I-80N-6(16)250, on July 3, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

mm

cc: Mr. J. N. Nash
Mr. Floyd Query ✓
Mr. D. B. Parkes

NOTED
FLOYD QUERY

NOTED ON CARD
JL

RECEIVED
JUN 1 1961
FOR FILING

5536

Home Office • 728 St. Helens Avenue • Box 1216 • Tacoma 1, Washington

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

May 25, 1961

State of Oregon
State Highway Department
Salem, Oregon

Mr. C. W. Head

Gentlemen:

BB 60-31858
S & D Construction Company -
Oregon State Highway Commission
Contract No. 5536 ✓

We now have your letter of May 17, 1961 for which we thank you, giving us information as to the claim which had been filed by the Scrader Construction Company, Inc. in the sum of $904.70. We would like to advise that payment in that amount has now been made to the Scrader Construction Company and the claim therefore disposed of.

Very truly yours,

UNITED PACIFIC INSURANCE COMPANY

H. Reints
Henry F. Reints
Claims Department

HFR:lc

RECEIVED
MAY 29 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
MAY 18 1961

FOR FILING
I - 80N-6(16)25

5536

May 17, 1961

United Pacific Insurance Co.
P. O. Box 1578
Tacoma, Wn.

Gentlemen:

We have received notification from the Secretary of State, dated May 15, 1961, that the claim of Schrader Construction Co., Inc., in the amount of $904.70 against S & D Construction Co. on our Contract No. 5536, has now been filed in his office. The Secretary of State has assigned his File No. 3819 to this claim.

A description of the claim was outlined in our letter to you of May 12.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fp

NOTED ON CARD

RECEIVED
MAY 15 1961

FOR FILING

7 Eon-1(16)-30

5536

May 12, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter in the amount of $904.70, dated May 10, 1961, received from Schrader Construction Co., Inc., for materials furnished to S & D Construction Co.

This appears to be in connection with State Highway Contract No. 5536 with S & D Construction Co. for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

Please acknowledge receipt of the claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

NOTED ON CARD
dc

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 12, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter in the amount of $904.70, dated May 10, 1961, received from Schrader Construction Co., Inc., for materials furnished to S & D Construction Co.

This appears to be in connection with State Highway Contract No. 5536 with S & D Construction Co. for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

Please acknowledge receipt of the claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

File # 3819

FILED
MAY 15 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
17 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 15 1961
H APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAY 15 1961
FOR FILING

I-80N-6(14)256

5536

May 12, 1961

United Pacific Insurance Company
P. O. Box 1578
Tacoma, Wn.

Gentlemen:

A claim letter, dated May 10, 1961, has been received from Schrader Construction Co., Inc., Portland, advising that S & D Construction Co. owe them for materials furnished in the amount of $904.70.

This appears to be in connection with State Highway Contract No. 5536 with S & D Construction Co. for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

The claim has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD

RECEIVED
MAY 15 1961

FOR FILING

I - [illegible] 6(16) [illegible]

5536

May 12, 1961

Schrader Construction Co., Inc.
3621 S. E. 52nd Ave.
Portland 6, Oregon

Attention: Mr. R. A. Schrader
President

Gentlemen:

This is to acknowledge receipt of your claim letter of May 10, in the amount of $904.70 for materials furnished to S & D Construction Co. in connection with the Grande Ronde River Bridge Contract No. 5536.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing.

In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD
ac

SCHRADER CONSTRUCTION CO., INC.
GENERAL CONTRACTORS
5421 S. E. 82ND AVENUE PORTLAND 6, OREGON
[redacted] PROSPECT 1-8722

May 10, 1961

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query

Gentlemen:

Notice hereby is given that the undersigned, Schrader Construction Company, Inc., has a claim for materials furnished to the S & D Construction Co. for the amount of $904.70, as covered in their purchase orders numbered 1417 and 1424 in the sums of $194.70 and $710.00, against the bond taken from S & D Construction Co. and United Pacific Insurance Co. for the work of Grande Ronde River Bridges, State Contract #5536.

Yours very truly,

SCHRADER CONSTRUCTION CO., INC.

R. A. Schrader

R. A. Schrader, President

RAS:jp

RECEIVED
MAY 11 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 9 1961
FOR FILING

I-80N-6(16)25

5536

May 8, 1961

Helm & Neely, Lawyers
West-Jacobson Building
La Grande, Oregon

Attention: Mr. C. Richard Neely

Gentlemen:

This is to acknowledge receipt of your letter of April 28 on behalf of your client, Eugene S. Becker, stating that S & D Construction Co. owe him $5,800 relative to the hauling of aggregate to the Meacham & Perry job sites. From the description in your letter this appears to be in connection with the following State Highway Contracts:

Contract No. 5703 - Meacham Railroad overcrossing of the Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County. The surety on this contract is the Home Indemnity Company through Seth Leavens Agency, 500 Jackson Tower, Portland.

Contract No. 5536 - Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County. The surety is the United Pacific Insurance Company, through Seth Leavens Agency, 500 Jackson Tower, Portland.

The sureties on these jobs furnished the performance bonds which, as you know, were given to assure completion of the contracts and payment of all bills incurred in them.

Contract payments are not withheld by the State unless requested by the surety or by our own department.

If your client wishes to protect each claim against the bond it should be filed with the Secretary of State within six months after the contracts have been accepted by the Highway Commission. You are no doubt familiar with the filing procedure but for your ready reference we are attaching excerpts from the Oregon Laws outlining this procedure. In the meantime this information will be noted in our records and we will advise the sureties and the contractor that it has been received.

NOTED ON CARD
dc

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HELM & NEELY
LAWYERS
WEST-JACOBSON BUILDING
LA GRANDE, OREGON
PHONE WO 3-3104

CARL G. HELM (1881-1948)
CARL G. HELM, JR.
C. RICHARD NEELY

April 28, 1961

Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We represent Mr. Eugene S. Becker, a hauling contractor in La Grande, Oregon. Mr. Becker entered into a contract with S & D Construction Company on August 24, 1960, relative to the hauling of aggregate to the Meacham and Perry job sites.

S & D Construction Company commenced performance of the contract but after delivery of 200 cubic yards of aggregate refused to accept any further deliveries. For the breach of the contract Mr. Becker is claiming compensation in the amount of $5,830. Mr. Becker was to receive $3.30 per cubic yard for loading, delivering and stockpiling at Meacham of 1,200 cubic yards of aggregate of which 200 has been delivered and paid for. He was also to receive $1.25 per cubic yard for 2,000 cubic yards of aggregate at the Perry job site of which none was delivered. Therefore we feel he is entitled under the contract to $5,830.

3.3
3,300 ✓

536
2,500 ✓

5,800 ✓

We are writing you for the reason that we have been advised that S& D Construction Company's contract on Highway 30 between Pendleton and La Grande has been taken over by their bonding company and it was suggested that we write to you concerning the matter.

If you can be of any assistance in advising us as to how and against whom we can perfect this claim, we would appreciate this very much.

[illegible], please reply
76

Very truly yours,

C. Richard Neely

CRN/da

RECEIVED
MAY 9 1961
FOR FILING

I-80N-6(16)250

5536

May 8, 1961

United Pacific Insurance Company
P. O. Box 1578
Tacoma, Wn.

Gentlemen:

A letter, dated April 28, 1961, has been received from Helm & Neely, Lawyers, on behalf of Eugene S. Becker, La Grande, stating that S & D Construction Co. owe him $2,500.00 for the hauling of aggregate.

This appears to be in connection with State Highway Contract No. 5536 with S & D Construction Co. for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD

CWH:fp

RECEIVED
APR 24 1961
FOR FILING

I-80N-6(16)250

5536

Files

Home Office • 720 St. Helens Avenue • Box 1216 • Tacoma 1, Washington

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

April 20, 1961

State of Oregon
State Highway Department
Salem, Oregon

Mr. Floyd Query

Gentlemen: BB 60-31858 - S. & D. Construction Co. - Oregon State Highway Commission (Contract in Union County; Old Oregon Trail Highway, Section: Glover-Perry Grande Ronde River Bridge, Bridge No. 8425 - Contract No. 5536) ✓

We now have a copy of your letter of April 12, 1961 addressed to the S. & D. Construction Company relative to the forwarding of all future payments on the above contract in care of United Pacific Insurance Company at the above address and to the attention of the undersigned.

We would like to advise that we are in agreement with this arrangement and look forward to receiving your checks as soon as they are available for payment. If there is any way in which we can aid you for any information which you may desire, please advise and we will be glad to give you any cooperation we can.

Thank you for your cooperation.

Very truly yours,

UNITED PACIFIC INSURANCE COMPANY

H. Reints

Henry F. Reints
Claims Department

HFR:jc

RECEIVED
APR 21 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

NOTED
FLOYD QUERY

RECEIVED
APR 21 1961
FOR FILING

W. C. Williams

COMMISSIONERS
M. [illegible]VER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

I-80N-6(16)250
5536

April 19, 1961

NOTED
W. C. WILLIAMS

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Re: Highway Contract #5536
S & D Construction Co.

Gentlemen:

Contract #5536 was awarded to the S & D Construction Company on September 24, 1959, in the amount of $422,095.00, for the construction of Twin Crossings of the Grande Ronde River on the Old Oregon Trail Highway in Union County, Oregon.

As of March 31, 1961, the contractor has been charged with 170 workdays, which total 20 days over the days alloted.

The Resident Engineer's last construction report of March 31, 1961, shows the eastbound structure 99.5% complete and the westbound structure 70% complete with an estimated completion date of May 1, 1961. At the present time two claims have been presented against the contractor on the above job for $9,298.06.

We call this matter to your attention for your information and such action as you wish to take in connection therewith.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:bp
cc: Seth Leavens, Agent
S & D Construction Co.
W. C. Williams ✓
G. S. Paxson
C. H. Maison
Ivan Merchant

RECEIVED
APR 20 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 18 1961
FOR FILING

I-80N-1(16)250

5536

Salem, Oregon
April 17, 1961

L. I. Lindas
Chief Counsel

S & D Construction Company
Outstanding Claims as of
April 17, 1961

As requested, attached is a list of claims filed against the subject contractor on the following State Highway Contracts:

Date	Claimant	Claim For	Amount of Claim
CONTRACT 5536			
3-20-61	Portland Wire & Iron Works	materials	$ 1,705.06
3-23-61	Willamette Tug & Barge Co.	work subcontracted	7,593.00
CONTRACT 5590			
12-7-60	J. W. Copeland Yards	materials	$32,298.00
12-19-60	Farwest Steel Co. (filed by Harris, Butler, Husk & Gleaves, attorneys)	labor-materials	49,310.86
1-25-61	Cal-Ore Machinery Co.	repair parts furnished for winch	165.49
3-9-61	Redimix Concrete Co.	material, tools, equipment rental, storage	8,000.00+
3-16-61	Mercer Steel Co., Inc.	steel-labor	13,642.00
3-20-61	Rogue Automotive & Equipment Service	services-material	224.38
3-20-61	Portland Wire & Iron Works	materials	920.65
3-23-61	Willamette Tug & Barge Co.	work subcontracted, unpaid balance	3,345.03
3-26-61	Laffing Gas Service	gasoline	22.05
No date shown	Rogue River Sign Co.	demolished sign	50.00
Following claim just received:			
4-11-61	J. W. Copeland Yards	lumber & materials	26,144.98
CONTRACT 5703			
1-18-61	Empire Bldg. Material Co.	concrete beams	$80,400.00
3-21-61	Portland Wire & Steel Warehouse	materials	4,998.00
3-20-61	Portland Wire & Iron Works	materials	1,884.00

L. I. Lindas

April 17, 1961

Date	Claimant	Claim For	Amount of Claim
CONTRACT 5754			
2-8-61	L. B. Foster Co.	material leased	$ 716.32
3-16-61	R & M Hardware	merchandise	94.21
3-16-61	Mercer Steel Co., Inc.	steel-labor	13,642.00
3-20-61	Portland Wire & Iron Works	materials	714.60
4-4-61	L. D. McFarland Co.	piling	245.00
4-6-61	Morse Bros., Harrisburg	balance due for piling slabs	18,842.40

I thought you would be interested to know that a Mr. Mower, attorney representing the Home Indemnity Co., San Francisco, telephoned Cecil Head on April 14 from Portland and advised him that they will be sending to us (or bring in person) in a few days assignments on S & D Construction Co. Contracts 5754, 5703 and 5536 for future payments to be mailed direct to a trustee account in Portland. They said they won't include Contract 5590 because it is almost completed.

Also attached is a list showing the description of each contract together with the surety.

Floyd Query, Secretary

jmc

cc: Cecil Head

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14 1961
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OR FILING

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5536

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 13, 1961

SUBJECT:

To: Files

This morning a Mr. Chas. Kerr, Portland, and a Mr. Miles Thomas, San Francisco, representing the Home Indemnity Company, were in the office concerning the four contracts which S & D Construction Co. have with the State Highway Department.

I gave these gentlemen a listing of all claims that we have received to date on S & D Construction Co. Contracts Nos. 5536, 5590, 5703 and 5754.

I believe Mr. Kerr and Mr. Thomas talked to Mr. Wilbur Garrett in the Bridge Division concerning these bridge contracts.

C. W. Head
C. W. Head

CWH:fp

RECEIVED

CA 7-3443

4/13/61

CHARLES A. KERR
ADJUSTER

THE HOME INDEMNITY COMPANY
THE HOME INSURANCE COMPANY

621 S. W. MORRISON ST.
PORTLAND 5, OREGON

B. Miles Thomas
Engineer
435 Russ Bldg.
San Francisco 4

4/13/61

RECEIVED
APR 13 1961
FOR FILING

I-80N-6(16)25

5536

Mrs Cook

April 12, 1961

S & D Construction Co.
4930 S. E. Reedway Street
Portland 6, Oregon

Attention: Mr. Jack R. Sowles

Gentlemen:

As requested in your letter of April 7, received in this office April 11, we will be pleased to forward all future payments on Contract No. 5536, awarded to S & D Construction Co., to S & D Construction Co., c/o United Pacific Insurance Company, 728 St. Helens Avenue, Tacoma 1, Wn., Att: Henry F. Reints.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
United Pacific Insurance Company
728 St. Helens Avenue
Tacoma 1, Wn.
Att: Henry F. Reints

Mr. C. H. Maison - Please mail warrants as requested.

FQ:fp

NOTED ON CARD
LC

S & D CONSTRUCTION CO.

General Contractors

4930 S. E. REEDWAY STREET · PORTLAND 6, OREGON
PRospect 1-0882

April 7, 1961

State of Oregon,
State Highway Commission,
Salem, Oregon

Att: Mr. Floyd Query, Secretary

Gentlemen:

Bond No. 56829
Jack R. Sowles and Donald A.
DuBois, dba S & D Construction Co.
(Contract No. 5536 Union County
Old Oregon Trail Highway, Section:
Glover-Perry Grande Ronde River Bridge
Bridge No. 8425)

Will you please forward any and all monies, checks, drafts, warrants or other payments due to Jack R. Sowles and Donald A. DuBois, dba S & D Construction Company from the above contract to:

S & D Construction Co.
c/o United Pacific Insurance Company,
728 St. Helens Avenue,
Tacoma 1, Washington,
Att: Henry F. Reints

This letter of direction is irrevocable and shall remain effective until notice in writing by Surety, United Pacific Insurance Company.

Will you please acknowledge receipt of this letter by signing the copy attached hereto and returning to the United Pacific Insurance Company at the above address.

Very Truly Yours

J. R. Sowles
Jack R. Sowles, Partner

Receipt of the original of the above letter is hereby acknowledged.

F. Query
State Highway Commission, State of Oregon

RECEIVED
JU APR 6 1961
FOR FILING

I-80N-6(16)250

5536

Dorothy please note on card — C.H.

Home Office • 728 St. Helens Avenue • Box 1216 • Tacoma 1, Washington

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

April 3, 1961

REFERRED TO
Query
By State Highway Engineer

CERTIFIED MAIL

State of Oregon
State Highway Commission
Salem, Oregon

Mr. W. C. Williams

Gentlemen:

Bond No. 56829
Jack B. Sowles and Donald A.
DuBois, dba S & D Construction Co.
(Contract No. 5536 Union County:
Old Oregon Trail Highway, Section:
Glover-Perry Grande Ronde River Bridge,
Bridge No. 8425)

NOTED
FLOYD QUERY

Under dates of March 24 and March 29 your office sent us notice of several claims which have been filed with your Commission by several creditors of the captioned principal, contractor on the above job. In addition thereto we have just been informed of other obligations that are owed by this principal for labor and material furnished in connection with this particular contract, one of them being some $70,000 which is owed to Soule Steel Company.

Other information which we have received indicates to us that our principal may be in some kind of financial difficulties and therefore we are concerned that the funds which do remain in the hands of the State Highway Department to the credit of this contract not be released to our principal except under circumstances which would assure their being applied to the payment of bills for labor and material and subcontractors in connection with the contract.

As surety we ask that you do not release any further funds to our contractor on this job without first conferring with us. We intend to look into this situation the first part of the week of April 3 and will be in touch with you as soon thereafter as we can. In the meantime we trust that we may count upon your continued cooperation to the end that the funds which are remaining in your hands not be paid out for purposes other than defraying obligations incurred by our principal under this job.

NOTED ON CARD
ld

Yours very truly,

UNITED PACIFIC INSURANCE COMPANY

W. T. Atkins
Claims Department

Letter sent 4-3 of the receipt of telegram
This letter confirms telegram — 7 E

RECEIVED
APR 5 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 6 1961
OFFICE OF
STATE HIGHWAY ENGINEER

WTA:jk

RECEIVED
APR 5 1961
FOR FILING

I-80N-6(16)250
5536

Offices in
San Francisco
Los Angeles
Seattle
Portland
New York
Chicago
Honolulu

JOHN F. FORBES & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

Cable Address
"CERPUBANT"
Failing Building
Portland 4

Files

April 1, 1961

State Highway Commission
State Highway Building
Salem, Oregon

COPY

Dear Sir:

Our firm has been engaged to audit the records of S & D Construction Company. In order to complete this work it is necessary that we verify certain accounts reflected on the company's records.

We shall appreciate your reviewing the following schedule and if the amounts are correct, sign and date the statement at the bottom of this letter and return the signed copy direct to our office, John F. Forbes & Company, 315 Failing Building, Portland 4, Oregon. If the statement is incorrect will you so indicate any discrepancy.

	Contract No.	Amount of Contract	Total Payments To Date	Retainage
Evans Creek Job	5590	$496,402.40	$448,781.92	$24,820.12 ✓
Willamette River Job	5754	424,000.00	188,095.50	20,899.50 ✓
Grande Ronde River Job	5536	422,095.00	269,690.75	21,104.75 ✓
Meacham Railroad Job	5703	289,852.00	118,495.80	13,166.20 ✓

A duplicate copy of this letter is enclosed for your files and a stamped addressed envelope is enclosed for your convenience in replying. A prompt response will be appreciated.

Yours very truly,
John F. Forbes & Company
JOHN F. FORBES & COMPANY

The above statement is correct as at 5 April, 1961.

Comments:

Signature

NOTED
C. W. HEAD

Title or position

Returned Original copy, 4-5-61
CeaH.

T

RECEIVED
MAR 31 1961
FOR FILING

I-80 N-6(16) 25

5536

March 29, 1961

Willamette Tug & Barge Co.
Foot of N. Portsmouth Ave.
Portland 3, Oregon

Attention: Mr. W. G. Edwards
Controller

Gentlemen:

This is to acknowledge your letter of March 23 informing us that S & D Construction Co. owes you various amounts on the following State Highway contracts:

Contract No. 5590 for railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County - $3,345.03 for work performed. This contract is approximately 98 percent complete. The surety is the Home Indemnity Company through the agent, Seth Leavens Insurance, 500 Jackson Tower, Portland.

Contract No. 5536 for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County - $7,593.00 for work performed. This job is approximately 60 percent complete. The United Pacific Insurance Company is the surety, through the agent, Seth Leavens Agency, 500 Jackson Tower, Portland.

The above sureties furnished the performance bonds on these contracts, which were given to assure completion of the contracts and payment of all bills incurred in them. The State does not make payment of claims but looks to the prime contractor and the surety for such payment. Contract payments are not withheld by us unless requested by the surety or by our own department.

If you wish to protect your claims under the bonds, they should be filed with the Secretary of State within six months after the contracts have been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure. In the meantime, this information will be noted in our records and we will advise the sureties and the contractor of the receipt of your letter.

Very truly yours,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

March 29, 1961

United Pacific Insurance Co.
P. O. Box 1578
Tacoma, Wn.

Gentlemen:

A letter, dated March 23, has been received from Willamette Tug & Barge Co., Portland, stating that S & D Construction Co. owes them $7,593.00 for work performed.

This appears to be in connection with State Highway Contract No. 5536 with S & D Construction for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD

March 28, 1961

Portland Wire & Iron Works
4644 S. E. 17th Avenue
Portland 2, Oregon

Attention: Mr. C. A. Lomax
Secretary-Treasurer

Gentlemen:

Reference is made to our letter to you of March 24 concerning your claims in the amount of $5,905.31 filed against S & D Construction Co.

In our letter to you we failed to mention that the State does not make payment of claims but looks to the prime contractor and the surety for such payment. We make no effort to determine the validity of a claim and contract payments are not withheld by us unless requested by the surety or by our own department.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

(This is in regard to Contracts 5754, 5703, 5536 & 5590)

NOTED ON CARD

RECEIVED
MAR 27 1961
FOR FILING

I-80N-6(16)250

5536

March 24, 1961

United Pacific Insurance Company
P. O. Box 1578
Tacoma, Washington

Gentlemen:

Attached is a copy of a claim in the amount of $5,905.31 which has been filed with the Secretary of State by Portland Wire & Iron Works for materials furnished to S & D Construction Company on various State Highway projects.

The claim in the amount of $1,705.96 is against State Highway Contract No. 5536 on which your company appeared as surety on the performance bond furnished with the contract. The description of this contract is construction of the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway, Union County.

Very truly yours,

OREGON STATE HIGHWAY COMM.

CWH:jmc

Secretary

cc: Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Company
4[illegible]30 S.E. Reedway
Portland, Oregon

Chairman M. K. McIver
Commissioner G. L. Jackson
W. C. Williams
Forrest Cooper

NOTED ON CARD
de

FABRICATION AND ERECTION OF STEEL AND WIRE • TWX PD 440 • BELMONT 4-9731

PORTLAND WIRE & IRON WORKS

4644 S. E. 17TH AVENUE • PORTLAND 2, OREGON

ESTABLISHED 1892

March 21, 1961

State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned Portland Wire and Iron Works, Portland, Oregon, has a claim for fabricated steel and miscellaneous supplies in the sum of $5,905.31 against the bond taken from S&D Construction Company, Portland, Oregon; bonded by Home Insurance Company and United Pacific Insurance Company for the work of bridge construction.

C. A. Lomax
C. A. Lomax
Sec.-Treas.

File #3804

FILED
MAR 22 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAR 22 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR
SECRETARY OF STATE

March 22, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Portland Wire & Iron Works, 4644 S. E. 17th Avenue, Portland 2, Oregon and filed as of this date, a notice of claim by same for fabricated steel and miscellaneous supplies in the sum of $5,905.31 against the bond taken from S&D Construction Company, Portland, Oregon; bonded by Home Insurance Company and United Pacific Insurance Company for the work of bridge construction.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo A Stephens
Public Records Section

GS:FK
Enc.

Cc:
[illegible] [illegible]
72

RECEIVED
MAR 23 1961
OREGON
STATE HIGHWAY COMMISSION

FABRICATION AND ERE ON OF STEEL AND WIRE • T RD 44 • BELMONT 4-9781

PORTLAND WIRE & IRON WORKS

4644 S. E. 17TH AVENUE • PORTLAND 2, OREGON

ESTABLISHED [illegible]

March 20, 1961

Secretary of State
State of Oregon
Salem, Oregon

Re: S & D Construction Co.
Portland, Oregon

Gentlemen:

We are enclosing herewith, a signed statement that our firm has not been paid for materials furnished to S & D Construction Company, Portland, Oregon, for use on:

Jackson Co.	Rogue River & Paul Rynning Bridge	$ 681.00	Jackson County
	Willamette River Bridge and Overflow Structures- Bridge #8638, Lane County	714.60	# 5754 ✓
	Deadman's Pass-Meacham Section Overcrossing of U.P. Railroad Bridge #8498, Umatilla County	1,884.00	# 5703 ✓
	Grande Ronde River Bridge & Glover-Perry Section Old Oregon Trail, west of LaGrande-Bridge #8425	1,705.06	# 5536 ✓
	Evans Creek Bridge, Rogue River-Bridge #8375	920.65	# 5590 ✓
	Total	$5,905.31	

We are serving this notice in accordance with Chapter 44, entitled "Public Contracts and Employment Thereunder, ARTICLE 1, CONTRACTS BONDS; BIDS AND BIDDING".

Most of these jobs as indicated above, date back into last summer and fall and we have been in contact with the above firm on numerous occasions but to date have been unsuccessful in securing our money. We are sending copies of this letter to the bonding companies involved so that we may be protected in any event should this contractor fail to meet his obligations.

We trust that the proper State Department will protect our interests prior to the relinquishment of any retainages which may be held by the State on these various jobs.

Fil # 3804

FILED
MAR 22 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

Yours very truly,

PORTLAND WIRE & IRON WORKS

Ivan Horne

Ivan Horne
Credit Manager

RECEIVED
MAR 22 1961
H APPLING, JR.
S TARY O ATE

IH/rs
cc: S&D Construction, Home Insurance Co.
United Pacific Insurance Co.

FORM E-123-X 50M 1-61

RECEIVED

1961

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-80N-6(16)250
5536

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 10, 1961

Davidson, Duffy & Stout
1525 Yeon Building
Portland 4, Oregon

Attention: Mr. Walden Stout

Gentlemen:

I have your letter of February 9 concerning difficulties being encountered by S & D Construction Company on several of their State Highway contracts.

In your letter you mention the waiving of liquidated damages on account of delays in completion of the contracts. The only thing I can tell you in this regard is that the determination of the work day count is set out very clearly in the contracts, and if any modification is made it, of course, must be in accord with the terms of the contracts.

Concerning the handling of the existing contracts so that they may be completed as early as possible, it might be of some advantage if you or a representative of the S & D Construction Company would discuss the matter with Mr. Ivan Merchant, Bridge Engineer. I would suggest, however, that you take this matter up with him directly. I think he would be best qualified to discuss matters pertaining to the satisfactory completion of these contracts.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: G. S. Paxson ✓
Ivan Merchant

LAW OFFICES OF
DAVIDSON, DUFFY & STOUT
1525 YEON BUILDING
PORTLAND 4, OREGON

CARL E. DAVIDSON
CHARLES P. DUFFY
WALDEN STOUT

DONALD J. GEORGESON

February 9, 1961

Mr. Floyd Query
Secretary, Oregon State Highway Commission
State Highway Department
Salem, Oregon

Re: S & D Construction Company

Dear Mr. Query:

Thank you for your letter dated February 7 concerning the problems of S & D Construction Company.

Your analysis of the difficulties being encountered by this company seem to be well founded and quite consistent with the observations which I made in the latter part of my letter to you, dated February 1.

I shall be away from the office until February 21, but would certainly welcome the opportunity of meeting with you in order to review the various problems of this company. I would hope that under all of the circumstances you would give consideration to the waiving of liquidated damages incurred and to be incurred on account of delays in completion of one or more of the jobs, particularly if it can be shown that the interests of the state and the traveling public have not been jeopardized by the delay. We would also like the benefit of your views concerning the handling of all of the pending contracts with the State of Oregon, so that they may be completed at the earliest possible time and to the best interests of not only the construction company but the State of Oregon.

Very truly yours,

Walden Stout

WS:t

RECEIVED
FEB 10 1961
OREGON
STATE HIGHWAY COMMISSION

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RECEIVED
FEB 9 1961

FOR FILING

I-80N-6(16)250

5536

February 9, 1961

Manager
First National Bank
S. W. 6th and Morrison Branch
Portland, Oregon

Dear Sir:

As a follow-up to our phone conversation we have checked up on the contract payments to S & D Construction Company on the four contracts they have with the State Highway Commission.

The tabulation shown below I believe will provide the information that you requested. If it does not, please let us know.

	5536	5590	5703	5754
Monthly estimates due and payable	None	None	(1)	$23,950
Retained %	$21,105	$24,820	$13,166	$19,924

(1) estimate for 11-5 to 12-5 for $52,884 mailed to contractor 2-6-61.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

FORM E-30X 60M 2-60 26119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

1-80N-6(16)250

Salem, Oregon
December 19, 1960

5536

SUBJECT: Glover-Perry Section
Contract No. 5536

To:
MEMO TO THE FILES

I noted on an inspection trip this last week that the contractor, S & D Construction Company, has ceased working on the westbound lanes of the Grande Ronde Overcrossing structure, Contract No. 5536. This is commonly referred to as the Upper Perry Structure. This contractor has left the bridge site in a very hazardous condition stockpiling all his timbers and form materials in the stream itself. The status of the structure is that the work has barely been started. We expect to have the paving for this section completed early next summer and it would be very desirable at that time to be able to complete the approaches to this westbound structure and allow the public the full use of the four-lane facility.

The rate of progress of the contractor seems to be unsatisfactory to accomplish this purpose. He now has 38 days work time left and it therefore appears that he will not complete the project in the work time allotted.

I feel that the matter should be thoroughly investigated by the Bridge Department and if they feel that the effort is not sufficient to assure completion on time, the contractor should be strongly encouraged to continue working. In the event that this does not produce results, I feel that the bonding company should be informed of the unsatisfactory conditions.

Tom Edwards
Construction Engineer

By F. B. Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc Forrest Cooper
Ivan Merchant
A. F. Parson

RECEIVED
DEC [illegible] 1960

PCN564

RECEIVED
[illegible] 1960
FOR FILING

CARL G. HELM (1881-1948)
CARL G. HELM, JR.
C. RICHARD NEELY

HELM & NEELY
LAWYERS
WEST-JACOBSON BUILDING
LA GRANDE, OREGON
PHONE WO 3-3104

1-90N-6(16)25[illegible]

5526

REFERRED TO
~~CDOPer~~
By State Highway Engineer

December 8, 1960

[illegible] 12-14-60

COPY

Edw

S & D Construction Company
4930 Southeast Reedway Street
Portland 6, Oregon

RE: Your Purchase Order #1353
Gene Becker, La Grande, Ore.

Gentlemen:

We are writing with regard to your contract dated the 24th day of August, 1960, calling for loading, delivering and stockpiling of any and all aggregates, minimum amounts 1,200 cu. yds. for the Meacham jobsite at $3.30 per cu. yd. and 2,000 cu. yds at the Perry jobsite for $1.25 per cu. yd.

Mr. Becker has been attempting to haul the aggregate called for to the respective sites, but it is our understanding that you have not permitted him to do so. This was to be done during the winter months, which would be an off-season for Mr. Becker's equipment, and this is the reason for the price you received for the hauling of the aggregate.

We also wish to remind you that in reliance upon this contract Mr. Becker purchased equipment, the facts of which you had knowledge, and by reason of your refusal to allow him to haul Mr. Becker is in danger of losing this equipment.

We strongly suggest that you permit Mr. Becker to perform on the contract, otherwise we shall have to hold you responsible for Mr. Becker's damages and for the loss of his truck if this should occur. We would appreciate hearing from you in this regard at once.

STATE HIGHWAY COMMISSION
OREGON
DEC [illegible] 1960
RECEIVED

Very truly yours,

CRN/da

C. Richard Neely

cc: R. W. Williams, State Engineer
Highway Department

RECEIVED
DEC 12 1960
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123-X

RECEIVED
[illegible] - 1960
FOR FILING
1-90N-6(16) 550
5536

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 22, 1960

S. & D. Construction Company
4930 S. E. Reedway
Portland 6, Oregon

Gentlemen:

RE: Grande Ronde River Bridge
Contract No. 5536
Bridge No. 8425

Reports from our Resident Engineer, Mr. Allan Harwood, show that as of November 18 work on the west bound structure is approximately 28% complete while 96 out of 150 workdays have been charged for a total elapsed time of 64%. As this rate of progress would indicate a possibility of running into penalty days, I would like to remind you of Article 1.8.6 of the Special Provisions covering "Time for Completion of work and Liquidated Damages".

Very truly yours,

Ivan D. Merchant
Bridge Engineer

LRA/kcm
cc: Mr. A. Harwood
Mr. E. G. Ricketts
Mr. A. F. Parsons
~~Mr. G. S. Paxson~~
Mr. L. R. Allen

RECEIVED
NOV 25 1960
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
JUL 14 1960
FOR FILING

[illegible]

5536

July 13, 1960

J. W. Copeland Lumber Company
119 S. E. Main
Portland 14, Oregon

Attention: Mr. Henry

Gentlemen:

Complying with your telephonic request, we are listing the payment status on the following contracts with S & D Construction Company:

Contract No. 5536, Grande Ronde River Bridge,
Glover-Perry Section, Old Oregon Trail Highway,
Union County,
Paid to date: $222,839.00.

Contract No. 5590, Railroad Overcrossing,
Evans Creek Section, Pacific Highway,
Jackson County,
Paid to date: $164,594.52.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:rj

Memo to Files:

7/11/60

Received phone call from a Mr. Henry of the J.W. Copeland
1190 S.E. Main
Port-14-Oregon

He asked if we had rec- his letter of June 23rd re- S.&D. Constr. Co. contracts #5536 and #5590 (How much paid on each)

C.W. Head

#5536	Pd. to date	#222,839.00
	Ret. %	# 21,104.75
#5590	Pd. to date	#164,594.52
	Ret.	# 18,288.28

NOTED
C. W. HEAD

A

RECEIVED
JAN 26 1960
FOR FILING
[illegible]

5536

January 25, 1960

Seth Leavens Agency
500 Jackson Tower
Portland 5, Oregon

Attention: L. Sakamoto

Gentlemen:

As requested in your letter of January 21, we are listing below the status of the two State Highway contracts with S & D Construction Company, as of December 11, 1959:

Contract No. 5536	Paid	$128,997.45
	Retained	14,333.05
Contract No. 5027	Paid	$ 80,335.40
	Retained	2,484.60

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

Get My Figures - Then - Use Your Own Judgment

Strong Companies
Prompt Settlements
Low Cost

SETH LEAVENS AGENCY
General Insurance
Save with Seth

Office: • CApitol 2-1071
Residence
Seth Leavens - - ALpine 4-3880
Winston Leavens - - CY 2-2840
500 Jackson Tower
PORTLAND 5, OREGON

January 21, 1960

State of Oregon
State Highway Department
Salem, Oregon

Re: S and D Construction Company

Gentlemen:

We are preparing a financial statement on the above captioned and would like verification as of December 11, 1959 the retainage withheld and earned estimates to that date on the two Bridge Jobs, Contract Nos. 5536 and 5027.

We would appreciate receiving this information as soon as possible.

From A.C. Mohr - Br-Div. 1-22-60

5536	Paid	198,797.45
	Retained	14,333.05
5027	Paid	80,335.40
	Retained	2,484.[illegible]

Very truly yours,

SETH LEAVENS AGENCY

L. Sakamoto

By: (Mrs.) L. Sakamoto

ls

RECEIVED
JAN 22 1960
STATE HIGHWAY [illegible]

NOTED
C. W. HEAD

A

RECEIVED
OCT 30 1959
FOR FILING

I-80N-6(16)250

5536

FORM 5-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I LINDAS
CHIEF COUNSEL

October 29, 1959

S & D Construction Company
4930 SE Reedway
Portland 6, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5536, awarded September 24, 1959, for the Grande Ronde River Bridge construction on the Glover-Perry Section of the Old Oregon Trail in Union County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
[illegible] 1959
FOR FILING

I-80N-6(16)250

5536

When replying, refer to
08-35.4-0

408 State Highway Bldg.
Salem, Oregon

September 24, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5536 for Oregon Project I-80N-6(16)250, Glover-Perry Section of the Old Oregon Trail Highway, Grande Ronde River Bridge, to S & D Construction Company of Portland, Oregon, low bidder in the amount of $422,095.00 at the September 10, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

orig
Porter

A

RECEIVED
SEP 28 1959
FOR FILING

[illegible]

5536

September 24, 1959

S & D Construction Company
4930 S. E. Reedway Street
Portland 6, Oregon

Gentlemen:

The State Highway Commission on September 24, 1959 awarded to you State Highway Contract No. 5536 for construction of the Grande Ronde River Bridge on the Old Oregon Trail Highway in Union County.

This award was based on your bid of $422,095.00 which was the low bid submitted to the Commission on September 10, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
L. D. Merchant

RECEIVED
AUG 28 1959
FOR FILING
I 80N-6(16)25)
5536

August 27, 1959

Mr. Chas. H. Reynolds
P. O. Box 898
La Grande, Oregon

Dear Charles:

Attached is the estimated cost of the Grande Ronde River Bridge at Upper Perry.

The Bridge Division informs me that they are specifying 220 work days for this structure, which probably means that it will take about 13 months to build it, including the time off for bad weather. We are very anxious to get this job let as it is a vital link in the completion of that section of the highway. That is the reason we included this structure in the job to be let on September 10.

Everyday, the word we receive from Washington is a little bit more encouraging, leading us to believe that Congress will pass some type of legislation to keep the highway program moving before it adjourns.

Sincerely,

P. M. Stephenson

PMS:er

Attachment

GRANDE RONDE RIVER BRIDGE AT UPPER PERRY

Shoring and Cribbing	$5,000.00	lump sum	
Structural Excavation	9.00	cu. yd.	
Excavation Below Elev. Shown	15.00	" "	
Furnish 10" x 42# Piling	5.50	lin. ft.	
Drive Piling	100.00	each	
Splice Piling	45.00	"	
Class "A" Concrete	75.00	per cu. yd.	$301,275.00
Metal Reinforcement	0.13	per lb.	145,275.00
8" Metal Drain Pipe	4.00	lin. ft.	
		Total - - - - - -	$477,635.00

Chas. H. Reynolds
Everett J. Reynolds
Chas. A. Reynolds

REYNOLDS INSURANCE AGENCY

LA GRANDE, OREGON

Telephone WO 3-3121
Reynolds Building
P. O. Box 898

August 26, 1959

Mr. P. M. Stephenson
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Steve:

You wrote a few days ago advising that the bridge over the Grande Ronde River at Upper Perry would be let on September 10th.

Bechtel Bros. are anxious to bid and is it possible that you could give us the estimate together with a breakdown on any of the individual cost that you might have.

Also, you might advise the completion date.

We hope we are not causing too much trouble.

Sincerely,

Chas.

RECEIVED
AUG 2 7 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 2 7 1959

220 work days

~~Shore + Cribbing~~	~~5000~~	
~~Str. Exc.~~	~~$9.00~~	
~~Ex below~~	~~15.00~~	
~~10" x 42#~~	~~5.50~~	
~~Drive~~	~~$100.00~~	
~~Splice~~	~~45.00~~	
~~Class A~~	~~75.00~~	~~$301275.00~~
~~Metal Rein~~	~~13.00~~	~~145275.00~~
~~8" metal~~	~~4.00~~	
	~~$477635.00~~	

Grande Ronde River Bridge at Upper Perry.

Shoring and Cribbing	5000.00	lump sum	
Structural Excavation	9.00	cu yd.	
Excavation below elev. shown	15.00	" "	
Furnish 10"x 42# piling	5.50	lin. ft.	
Drive piling	100.00	each	
Splice "	45.00	"	
Class "A" Conc.	75.00	per cu. yd.	$301275.00
Metal Reinforcement	0.13	per lb.	145275.00
8" metal drain pipe	4.00	lin. ft.	
	Total		$477635.00

RECEIVED
AUG 1959

When replying, refer to
I-80N-6(16) 08-35.6
250

5536

408 State Highway Bldg.
Salem, Oregon

August 26, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Porject I-80N-6(16)250, Glover Ferry Section (structures).

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

Orig & Booker

NOTED
FORREST COOPER

S-431(1) Muddy Cr. Sec. of Bell- 1959
fountain Rd. (Struc. &
#5537 Grad.)

Div. 278

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
2/23/61	OS 669		902-1045-297

INVOICE NUMBER 68583

Benton County
Corvallis, Oregon

Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billing: Muddy Creek Bridge, FAS 207. Covered by agreement dated October 27, 1959.			
Original advance deposit	$19,591.36		
Less amount previously transferred	16,091.36		
			$3,500.00
County share cost as per attached statement	$18,176.22		
Less amount previously transferred	16,091.36		2,084.86
To be refunded			$1,415.14

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $________________

By________________________________

A 150 (REVISED 7-60)

NOTED
V. R JONES

NOTED
H. S. COX

NOTED
C. C. [illegible]

March 6, 1961

Benton County Court
Courthouse
Corvallis, Oregon

NOTED
Harold C. Myers

Gentlemen:

Final costs are now available for the Muddy Creek Bridge, Contract #5537, on FAS 207 as shown in the attached cost statement. In accordance with an agreement dated October 27, 1959, a refund of $1,415.14 is due the County in connection with this project. This refund will be made by means of a check from our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H S Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Att.

Contract 5537 1-23-61

Monthly transaction number RECEIVED JAN 30 1961	F R-2A U.S. DEPARTMENT OF COMMERCE (-57) BUREAU OF PUBLIC ROADS	State **Oregon**
Project report number FOR FILING	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 1-23-61	County **Benton**
		Project number **S-431(1)**

S-431(1)

5537

REC

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **December 30**, 19 **59**, is hereby modified as follows:

Revised estimated total cost of project $ **95,602**

Revised Federal funds $ **59,089**

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **23** day of **January**, 19 **61**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ **C. G. Polk**
Division Engineer

By: **R. C. Wright**
Administrative Manager

January 19, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway Official, for the Muddy Creek Section, Project No. S-431(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLC:jb

RECEIVED FOR FILING

Contract 5537 12-30-59 A

Monthly Transaction No. 1/3	Form 2 (8-1) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e **Oregon**
Project Report No. S-431(1)	**FEDERAL-AID PROJECT AGREEMENT**	County **Benton**
		Project No. **S-431(1)**

5537

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

From approximately 1.3 miles east of Bellfountain to approximately one mile west of Junction FA 9.
(Muddy Creek Section)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	5-7-59	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 95,816	Federal funds $ 58,800

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By ____________________

____
(title)

By ____________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~BY~~ **C. G. Polk**
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **December 30, 1959**

USComm-DC 40257

December 23, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Muddy Creek Section, Project No. S-431(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

[illegible]

November 20, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Muddy Creek Section, Project No. S-431(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Federal Aid Secondary
Project No. S-431(1)

Oregon State Highway Department

MUDDY CREEK SECTION OF THE

BELLFOUNTAIN ROAD IN BENTON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 20, 1959

Type Code 0010
Roadway (Sta. 75+00 to Sta. 122+40.03)(Contract No. 5537)

Clearing and Grubbing	All	Required	$	$ 2,850.60
Drainage Excavation, Unclassified	16	cu. yds.	12.00	192.00
General Excavation, Unclassified	20,600	cu. yds.	0.50	10,300.00
Short Overhaul	42,000	yd. sta.	0.04	1,680.00
Long Overhaul	150	C-yd.sta.	1.00	150.00
Finishing Roadbed and Slopes	0.84	mile	1,800.00	1,512.00
12-inch Concrete Pipe	66	lin. ft.	2.55	168.30
18-inch Concrete Pipe	68	lin. ft.	4.65	316.20
48-inch Concrete Pipe	58	lin. ft.	13.85	803.30
Loose Riprap	180	cu. yds.	6.50	1,170.00
				$ 19,142.40
Flagging (57½% of Contractor's Cost)	All	Required		150.00
Signing (Temporary)	All	Required		150.00
	Subtotal			$ 19,442.40
	10% Engr. & Cont.			1,944.24
		Total		$ 21,386.64

Type Code X020
Muddy Creek Overflow Bridge (Sta. 117+00 to Sta. 118+00)(Contract No. 5537)

Furnish Concrete Piling	440	lin. ft.	$4.00	$ 1,760.00
Drive Piles	20	only	70.00	1,400.00
Splice Piles	3	only	80.00	240.00
Class "A" Concrete (164 cu. yds.)	All	Required		13,156.00
Metal Reinforcement (44,500 lbs.)	All	Required		4,351.00
				$ 20,907.00

Type Code X020
Muddy Creek Bridge (Sta. 101+40 to Sta. 103+60)(Contract No. 5537)

Furnish Concrete Piling	1,075	lin. ft.	$4.00	$ 4,300.00
Drive Piles	43	only	70.00	3,010.00
Splice Piles	5	only	80.00	400.00
Class "A" Concrete (374 cu. yds.)	All	Required		27,707.00
Metal Reinforcement (100,100 lbs.)	All	Required		11,189.00
8-inch Metal Drain Pipe	30	lin. ft.	5.00	150.00
				$ 46,756.00
	Subtotal			$ 67,663.00
	10% Engr. & Cont.			6,766.30
		Total		$ 74,429.30

Length of Roadway - - - - - - 0.837 Mile
Length of 2 Structures- - - - 0.061 Mile
Total Length- - - - - - - - - 0.898 Mile
Cost of Roadway Per Mile- - - $25,551.54

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	County Funds
Roadway	$21,386.64	$13,100.00	$4,143.32	$ 4,143.32
Structures	74,429.30	45,700.00	14,364.65	14,364.65
	$95,815.94	$58,800.00	$18,507.97	$18,507.97

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
Funds for Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited by Benton County with the Highway Department.

NOTED
V. R. JONES

NOTED
H. S. COX

NOTED
C. G. SWENSON

December 19, 1960

NOTED
Harold C. Ayers

Benton County Court
Courthouse
Corvallis, Oregon

Project S-431(1)

Gentlemen:

This is to advise you that work on the Muddy Creek Bridge Section on FAS 207 in Benton County was completed on October 6, 1960.

Under the terms of the agreement dated October 27, 1959, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

VRJ:mm

NOTED
JOHN D. GRAHAM

RECEIVED
OV 14 1960
FOR FILING

L-431 (1)

5537

November 14, 1960

Fireman's Fund Insurance Co.,
3333 California Street
San Francisco, California

Gentlemen:

State Highway contract #5537 for structures-grading the Muddy Creek Section of the Bellfountain Road in Benton County was completed by the contractor, James F. Turner, on October 6, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

Final payment in the amount of $10,625.84 will be released to the contractor on or after November 25, 1960. The total contract amount is $90,238.37, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Fireman's Fund Insurance Co.,
Bates & Bates
320 South 3rd
Corvallis, Oregon

Form E-1—(Rev.)—

S-431(1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 20, 1960

Section Muddy Creek

Kind of work 100' & 220' Conc Bridges & Grading

Highway Bellfountain Road County Benton

Section prefix 502-1045

Contractor James F. Turner

Contract number 5537

Date of contract Nov 15, 1959

Specified work days 100

Date work started Oct. 21, 1959

Work days used See Kennen Report

Project authorization $97,993.58

Exclusive of engineering $91,025.15

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $

Estimated per cent overrun or underrun %

Per cent of contract completed, based on estimated cost %

Engineering authorization $6,968.58 (1,536.68 rd)

Engineering cost to date $1750, 114 rd %

Date project was completed, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
95	100	100				

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi Final estimate is in the process of completion.

FINAL REPORT

NOTED
[illegible]

NOTED

CONSTRUCTION DIVISION
RECEIVED
AUG 22 1960
NOTED-- CE AE ACE COE

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed Res. Engr.

Address Box 324, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	.84				
Miles partially completed					
Miles completed	.84				
Total estimated quantities (contract)	20,600				
Total quantities corrected to date	20,600				
Estimated quantities moved or placed to date	20,600				
Average daily quantities	1125				
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
MAR 9 1960
FOR FILING
X-4310
5537

March 8, 1960

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Attention: Mr. S. W. Tanner
Bond Department

Gentlemen:

This is in reply to your letter of March 7 concerning James F. Turner Contract No. 5537 for structures and grading the Muddy Creek Section of the Bellfountain Road in Benton County.

Our Bridge Division informs us that Estimate No. 3 in the amount of $7,695.00 is the current amount earned but not paid. The voucher covering this payment has been mailed to the contractor but has not yet been returned to our Highway Accounting Division. The amount of the retained percentage is $3,738.87.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

UNITED PACIFIC
Insurance Company
HOME OFFICE - TACOMA

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

March 7, 1960

State Highway Commission
State Building
Salem, Oregon

Re: James F. Turner
3055 Taylor Street
Corvallis, Oregon

Gentlemen:

Recently, in response to our inquiry regarding amounts earned by the above contractor on Contract No. 5537 (Benton County), you advised us that as of February 12, 1960 $33,649.84 had been earned and $3,738.87 had been retained on this job. Since the contractor's financial statement shows considerably less due on February 12 than the amount shown by you, we assume that the figure you provided represents total estimates paid rather than the then current estimate. At your convenience will you please advise us the amount of the current earned and billed but unpaid estimate on or about February 12, 1960.

Amt. of Ret. %

Thank you for your assistance.

Very truly yours

S. W. Tanner

S. W. Tanner
Bond Department

SWT:jm

Bridge Div. (Mohr)

[illegible] to bond. [illegible]
7 [illegible]

RECEIVED
MAR 8 1960
ORE.
STATE HIGHWAY C[illegible]

NOTED
C. W. HEAD

for
1960
PUBLIC OFFICIAL
BONDS
use
UNITED
PACIFIC

RECEIVED
DEC 11 1959
FOR FILING

8-431(1)
5537

A

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

December 11, 1959

Mr. James F. Turner
3055 Taylor Street
Corvallis
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

Contract #5537, awarded November 5, 1959, for structures-grading the Muddy Creek Section of the Bellfountain Road in Benton County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
NOV -5 1959
FOR FILING
1-43(1)
5537

A

November 5, 1959

Mr. James F. Turner
3055 Taylor Street
Corvallis, Oregon

Dear Mr. Turner:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5537 for structures and grading on Muddy Creek Section of Bellfountain Road in Benton County.

This award was based on your bid of $86,805.40 which was the low bid submitted to the Commission on October 13, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
L. D. Merchant

RECEIVED
NOV - 2 1959
FOR FILING

S-431(1)

5537

Salem, Oregon
October 28, 1959

Cooperative Construction Agreement
Muddy Creek Section
S-431 (1), FAS 207
Benton County

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. John D. Graham
Office Engineer, County & City Relations

Attached is a conformed copy of a cooperative construction agreement with Benton County covering the Muddy Creek Section of FAS 207 in Benton County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Benton County.

Secretary

rn
Attach: 1

FORM E-90 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 8, 1959

SUBJECT: FAS Project Agreement
Benton County, FAS 207

To: Mr. P. M. Stephenson
OFFICE

Attached are three copies of an agreement covering the Muddy Creek Section of FAS 207 in Benton County. Two copies have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 3/5/59.

John D. Graham
John D. Graham
Office Engineer, County & City Relations

JDG:mm
Att.

cc: G. S. Paxson

Ⓐ
2 COPIES TO
BE SIGNED

March 5, 1959, Minute page No. 28,
Floyd Query

RECEIVED
OCT 29 1959
FOR FILING
5-431(1)
5537

October 28, 1959

County Court of Benton County
Court House
Corvallis, Oregon

Gentlemen:

We are enclosing for the records and files of Benton County a fully executed copy of a Cooperative Construction Agreement between the State Highway Commission and Benton County covering the Muddy Creek Section of FAS 207 in Benton County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

October 23, 1959

Benton County Court
Courthouse
Corvallis, Oregon

NOTED
V. R. JONES

NOTED
John F. Hagemann

Gentlemen:

This is to acknowledge receipt of two warrants in the amount of $8,470 each which, when added to the refund due the county of $2,651.36, make a total deposit of $19,591.36 for the Muddy Creek Bridge Section of FAS 207.

A contract for this project will be awarded at the regular Highway Commission meeting on November 5 and 6, and a copy of the contract will be forwarded as soon as available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

x

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

Form A-150—5M—6-30

NOTED
V. R. JONES

INVOICE

Oregon State Highway Department

SALEM, OREGON

Invoice No. 62561

Date October 23, 1959

Your Req. No.

Billing Request No. CC 527

Credit Distribution 502-1045-89 7

Benton County
Corvallis, Oregon

Attn: County Court

NOTED
Harold C. Ayers

NOTED

Muddy Creek Section, FAS 207: Partial transfer of county share total costs, covered by agreement dated October, 1959.

Deposit:	$16,940.00	Cash
	2,651.36	Refund due
	$19,591.36	Total, of which $3,500 is to remain in advance deposit fund

Advance Deposit	$19,591.36
See above	16,091.36
To be retained	$ 3,500.00

RECEIVED
OCT 26 1959
ENGINEER
COUNTY [illegible]

State Printing 21127

[illegible] BILLING REQUEST

Cash Received with Request $ ____________

By ____________

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

Salem, Oregon
October 23, 1959

Mr. C. H. Maison
OFFICE

Advance Deposit
Muddy Creek Bridge Section
FAS 207, Benton County

NOTED
V. R. JONES

NOTED
John F. Hagemann

Attached are two warrants in the amount of $8,470 each representing Benton County's advance deposit for the subject-named project upon which bids were received October 13.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

BENTON COUNTY COURT
CORVALLIS, OREGON

JUDGE
E. E. LARKIN

COMMISSIONERS
WALTER SCHMIDT
~~A. [illegible] SAXTON~~
Melvin S. Hawkins

October 22, 1959

State Highway Department
Salem, Oregon

Attention: John F. Hagemann
Asst. County & City Relations Engr.

Gentlemen:

Enclosed you will please find our warrants Nos. 52396 in the sum of $8,470.00 and 12812 in the sum of $8,470.00, which is for the 20% Advance Deposit on the construction of the Muddy Creek Bridge Section of FAS 207.

Yours very truly,

BENTON COUNTY COURT

L. Louise Ashbaugh
Administrative Secretary

Enclosures

RECEIVED
OCT 23 1959
[illegible]
COUNTY [illegible] TIONS

NOTED
V. R. JONES

October 14, 1959

NOTED
Harold C. Ayers

Benton County Court
Courthouse
Corvallis, Oregon

Gentlemen:

On October 13 a satisfactory bid was received from James F. Turner of Corvallis for constructing the Muddy Creek Bridge Section of FAS 207. As per the agreement between county and state, the following advance deposit is required of the county prior to awarding a contract:

Bid Items	$86,805.00
Anticipated Additional Items	
Flagging & Signing	300.00
12½% Engineering & Contingencies	10,888.13
Estimated Total Cost	$97,993.13
County Advance Deposit:	
20% of $97,993.13	$19,598.63
Less refund due on Hoskins Bridge, FAS 864	2,651.36
REQUIRED CASH DEPOSIT......	$16,947.27 or say $16,940

[illegible] 19,591.36

Please make this deposit by means of a check or warrant in the amount of $16,940 payable to the Oregon State Highway Commission, forwarding same to this office. If the deposit is received prior to November 5, a contract will be awarded at the regular Highway Commission meeting on that date.

502-1045

[illegible] 10/23/59
Cont # 5537

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

BENTON COUNTY COURT
CORVALLIS, OREGON

JUDGE
E. E. LARKIN

COMMISSIONERS
WALTER SCHMIDT
XXXXXXX
Melvin S. Hawkins

NOTED
Harold C. Ayers

October 1, 1959

NOTED
John F. Hagemann

Oregon State Highway Department
Salem, Oregon

Attn: John F. Hagemann
Asst. County & City Relations Engr.

Gentlemen:

Pursuant to your letter of September 30, 1959, re your retaining Benton County's refund on the Luckiamute River (Hoskins) Bridge FAS 864 in the amount of $2,651.36, this is to advise you that the County is agreeable to your crediting it on the deposit for the forthcoming Muddy Creek (FAS 247) Section upon which bids are to be received on October 13.

Yours very truly,

BENTON COUNTY COURT

Melvin S. Hawkins

Melvin S. Hawkins
Commissioner

MSH:la

RECEIVED
OCT 2 1959
ENGINEER
COUNTY & CITY RELATIONS

NOTED
R JONES

NOTED
[illegible]

September 30, 1959

Benton County Court
Courthouse
Corvallis, Oregon

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

Gentlemen:

Final costs are now available for the Luckiamute River (Hoskins) Bridge on FAS 864. As shown in the attached cost statement, a refund of $2,651.36 is due the county.

If the Court wishes, we will retain this refund and apply it against the deposit which will be required for the Muddy Creek Section upon which bids will be received October 13.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

RECEIVED
1959
FORM E-30X—40M—2-59—16180

FOR FILING
5-431 (1)

5537

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 23, 1959

To: Mr. Ivan Merchant
O F F I C E

SUBJECT: Advance Deposit
Muddy Creek Bridge Section
FAS 207, Benton County

We have received this date Benton County's advance deposit for the subject-named project upon which bids were received October 13. This project is now clear for awarding of a contract at the next Highway Commission meeting.

John F. Hagemann
John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
[illegible] 1959
[illegible]

RECEIVED
OCT 21 1959
FORM E-30X—50M—2-59—16190
FOR FILING

S 43(11)

5537

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 16, 1959

To: ~~Mr. Ivan Merchant~~
OFFICE

SUBJECT: Lake & Muddy Creek Bridges
FAS 216 & 772
Linn County

We have received the Linn County advance deposit for the subject named projects upon which bids were received October 13. These bridges are now clear for award of contracts.

John F. Hagemann
John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: G. S. Paxson

NOTED
PAXSON

[illegible]

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[illegible] 21 1959
FOR FILING

5-431(1)

5537

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 8, 1959

SUBJECT: FAS Project Agreement
Benton County, FAS 207

To: Mr. P. M. Stephenson
OFFICE

Attached are three copies of an agreement covering the Muddy Creek Section of FAS 207 in Benton County. Two copies have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 3/5/59.

John D. Graham
John D. Graham
Office Engineer, County & City Relations

JDG:mm
Att.

cc: G. S. Paxson ✓

OTED
[illegible]SON

RECEIVED
[illegible] 1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
C. G SWENSON

NOTED
R JONES

NOTED
Harold C. Ayers

September 24, 1959

Benton County Court
Courthouse
Corvallis, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Muddy Creek Bridge Section of FAS 207 upon which bids will be received October 13.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $98,300; however, the low bid received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest, with seal, and return both signed copies of the agreement to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the county's records. The signed agreements should be mailed so as to arrive in Salem not later than October 9.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County and City Relations Engineer

JFH:mm
Encl.

RECEIVED
APR 16 1959
FOR FILING
S-431(1)
5537

Salem, Oregon
April 15, 1959

Muddy Creek Section
of Bellfountain Road
in Benton County

Mr. Ivan D. Merchant

We have reviewed the plans for the Muddy Creek Section of the Bellfountain Road in Benton County. Our recommendations as to channels (blue) and protection (green) are shown on the attached copies of plan sheets 3 and 4.

The County Engineer reports high water at the site of 270 feet in 1955 and 269 feet this past winter. I think some freeboard should be provided over the 270-foot level.

The channel shape and protection upstream from the main bridge is to direct flow toward the structure and prevent eddy and major bypass.

It seems to us that the existing east overflow bridge and approach, totaling at least 100 feet, will have to be removed to make use of the new east overflow bridge. This will isolate a section of the old road and might create a land access problem.

Roy C. Edgerton

RCE:gm

NOTED
Harold C. Ayers

NOTED
V. R. JONES

NOTED
C. G. SWANSON

MEMO TO J. W. NASH
4/10/59

FAS 207, BENTON COUNTY

TERMINI: From approximately 1.3 miles east of Bellfountain to approximately 1.1 miles west of the junction of FAS 207 with FAP Route 9. (Muddy Creek Section)

PROPOSED WORK: Grade and drain only and construct two reinforced concrete bridges totalling 300' in length.

PROJECT LENGTH: 0.90 mile

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$85,000	$51,000	$17,000	$17,000

EXISTING FACILITY:

ROADWAY: 20' oil mat wearing surface with 3' shoulders. There are three substandard horizontal curbes and a major portion of this section of road is inundated with water during extreme high water periods.

STRUCTURES: Three untreated timber bridges, 118', 58', and 26' in length, H.C. 17' 3", 19' 3", and 17' 3" respectively. Deteriorated condition.

ADJACENT SECTIONS: 20' wide oil mat wearing surface with 3' shoulders.

PROJECT DATA:

ROADWAY: Grade and drain only to a 36' wide roadbed on an improved grade and alignment. The county will place base material and a 20' wide oil mat with 4' shoulders to approved highway standards.

STRUCTURES: Two - one 225' long R.C.D.G. on treated timber piling and one 75' long R.C.D.G. on treated timber piling. H.C. for both structures to be 26'.

ROW WIDTH:	60' minimum
ACCESS CONTROL:	None
RR XING:	None
SYSTEM ACTION:	None required
PUBLIC HEARING:	None required
UNUSUAL OR COMPLICATED SITUATIONS:	None

Min. Des. Standards: No exceptions

FAS 207 serves a highly developed, diversified farming area and the communities of Dawson and Bellfountain. The road also carries log and lumber haul and is a school bus and mail route.

JFH:cg

NOTED
JOHN D. GRAHAM

FAS 227 **County** Benton **Contract No.**

Section Muddy Cr.

Location 59-C-50 } M.P 4.80 looking E

59-C-49 } M.P. 5.00 looking W.

[illegible]

59-C-49

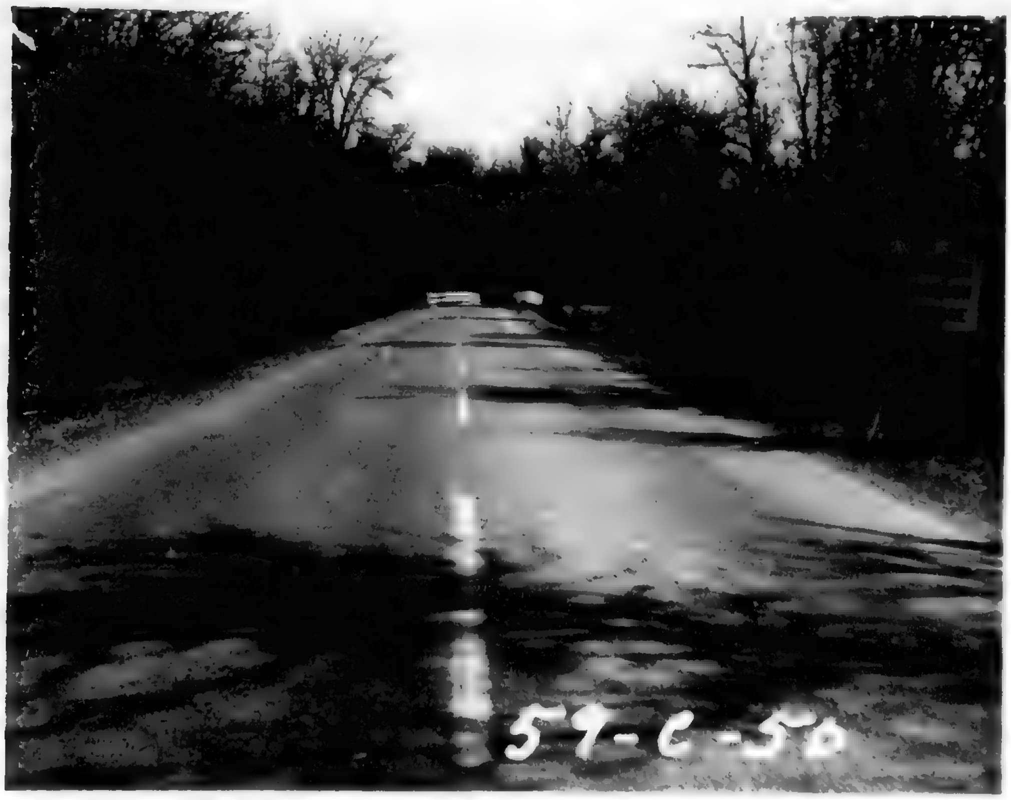
59-C-50

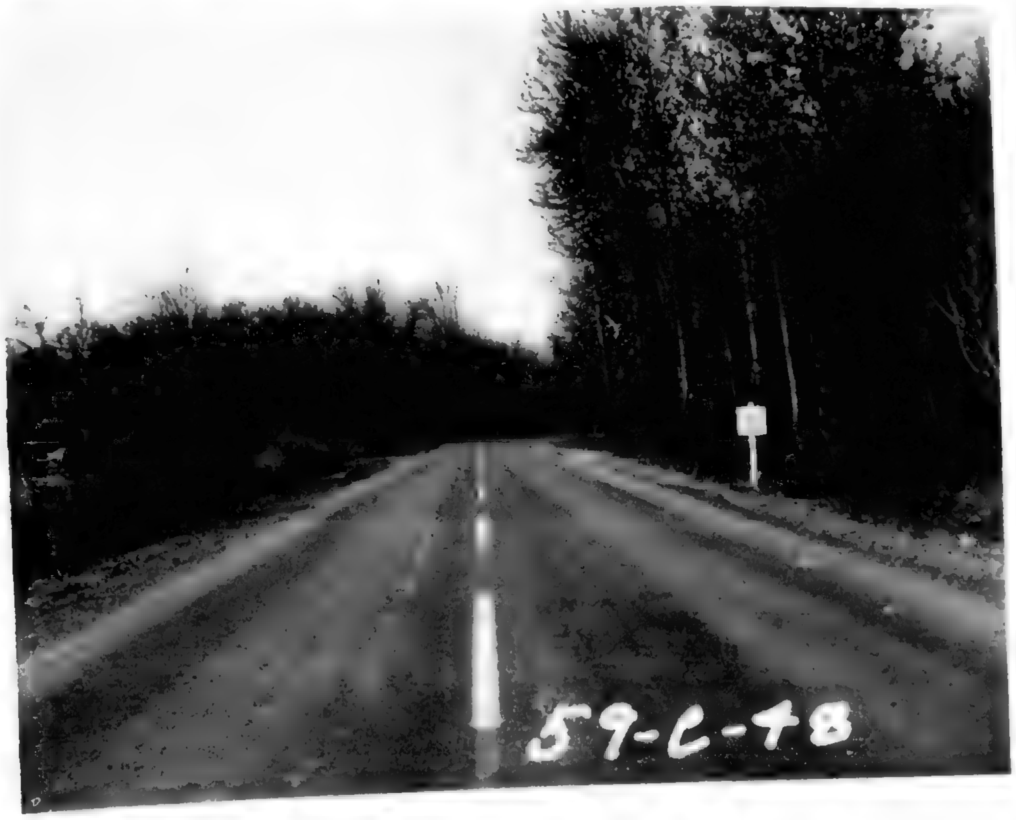
59-C-48

FAS 207 County Benton Contract No. ________

Section [illegible]

Location [illegible]





RECEIVED
1959
FOR FILING
5 431(1)
5527

4-6-59

NOTED
W. C. WILLIAMS

LOCATION PROSPECTUS
MUDDY CREEK SECTION
FAS 207 - BENTON COUNTY

The following prospectus is submitted concerning the above mentioned section of FAS 207, which is a county road on the FAS System. The westerly terminus is 1.4 miles easterly of Bellfountain and the easterly terminus is 1.1 miles westerly of the junction of FAS 207 with the Pacific West Highway. The overall length of the project is 0.8 mile.

This will be a location survey for the purpose of preparing plans for grading and draining the roadbed to a subgrade width of 36 feet, for a channel change of Muddy Creek, and for a new bridge (or bridges) over the stream. The general route is northerly of and parallel to the existing facility. There are no towns affected by this project.

The county has performed the bulk of the necessary field work. Routine soils investigation will be conducted. A drainage study will be required to determine channel change requirements and to determine the necessity for a second bridge on this project. An economic analysis is not needed at this time.

The existing ADT is 300 and the projected (1975) ADT is 480. The maximum grade and curvature are three per cent and one degree respectively. Traffic and terrain warrant a Class "D-70" highway. The facility will be graded and drained to a roadbed subgrade width of 36 feet on which the county will place base material and a wearing surface consisting of two 10-foot running lanes with 4-foot shoulders. The new bridge (or bridges) will have a 26-foot roadway. The tentative base design by G. L. Decker is:

0-11 Oil Mat	1¼"	To be placed by County
3/4"-0 Level Course	2 "	
Grid Rolled Rock on Gravel	12 "	
Total	15¼"	

(Base design subject to revision upon completion of soils investigation.)

Data on rise and fall and central angle are not available.

Class "D-70" standards will be maintained. A bridge roadway width of 26 feet is standard on this class of highway.

This will be an unrestricted access facility with no interchanges or railroad crossings. Muddy Creek will be bridged by one or two structures, the number and positioning of which will be determined by a drainage study.

Materials for surfacing and paving are available from local sources.

Agreements with the county will be necessary. The existing bridge will be removed.

There are no state parks affected by this project.

April 6, 1959

Attachment

cc W. C. Williams
Forrest Cooper
G. S. Paxson
Tom Edwards
J. D. Walker (3)
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan D. Merchant
J. W. Nash
C. G. Polk
S. H. Probert
C. G. Swenson
Walter T. Wright

RECEIVED
APR - 9 1959
OFFICE OF
STATE HIGHWAY ENGINEER

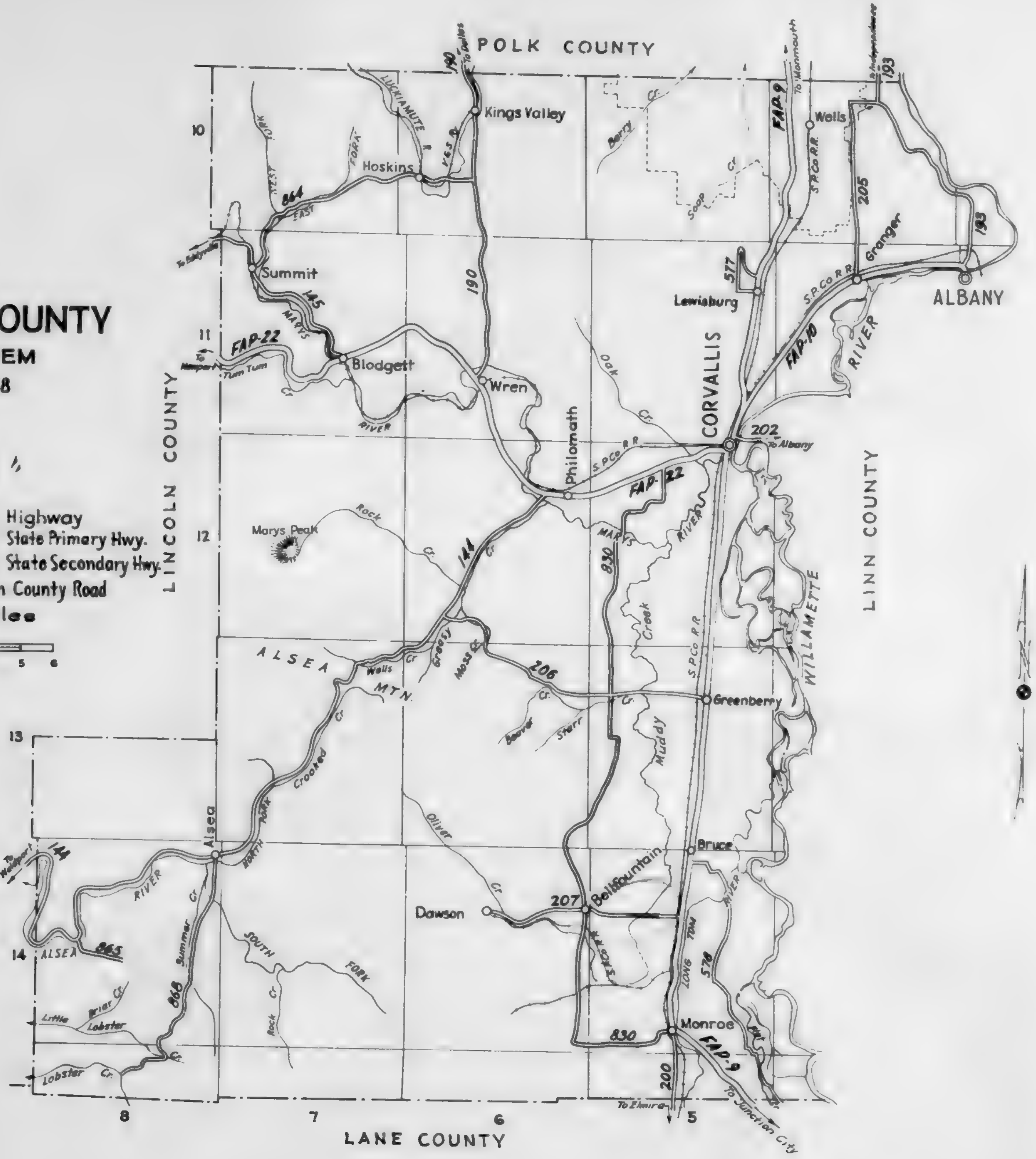
BENTON COUNTY
FAS SYSTEM
June 1958

LEGEND

═	FA Primary Highway
═	FAS Highway on State Primary Hwy.
═	FAS Highway on State Secondary Hwy.
═	FAS Highway on County Road

Scale in Miles

0 1 2 3 4 5 6


POLK COUNTY
LINCOLN COUNTY
LINN COUNTY
LANE COUNTY
Kings Valley
Hoskins
Summit
Blodgett
Wren
Philomath
CORVALLIS
Lewisburg
Wells
Granger
ALBANY
Marys Peak
Alsea
Greenberry
Bruce
Bellfountain
Dawson
Monroe
To Dallas
To Monmouth
To Independence
To Albany
To Newport
To Elmira
To Junction City
Tum Tum
FAP-22
FAP-9
FAP-10
190
864
145
202
577
205
193
144
206
830
207
578
200
865
868
ALSEA MTN.
ALSEA RIVER
MARYS RIVER
WILLAMETTE RIVER
LONG TOM RIVER
S.P.Co.R.R.
LUCKIAMUTE R.
Rock Cr.
Wells Cr.
Greasy Cr.
Moss Cr.
Beaver Cr.
Starr Cr.
Muddy Creek
Oliver Cr.
Oak Cr.
Soap Cr.
Berry Cr.
Crooked Cr.
Summer Cr.
Lobster Cr.
Little Lobster Cr.
Briar Cr.
NORTH FORK
SOUTH FORK
EAST FORK
WEST FORK
10
11
12
13
14
8
7
6
5

NOTED
C. G. SWENSON

NOTED
[illegible]

March 13, 1959

Mr. C. C. Hanson
Benton County Engineer
Courthouse
Corvallis, Oregon

Dear Mr. Hanson:

Enclosed are prints showing the typical section with a base design as determined by our Soils Division and a plan and profile of the Muddy Creek Section of FAS 207.

The plan and profile sheets show the R/W limits as per your survey data and also show the area that would be required for the channel change. It is my understanding you plan to write your own R/W descriptions and these descriptions should also provide for the channel change easement.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:cg
Encl.

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

NOTED
V. R. [illegible]

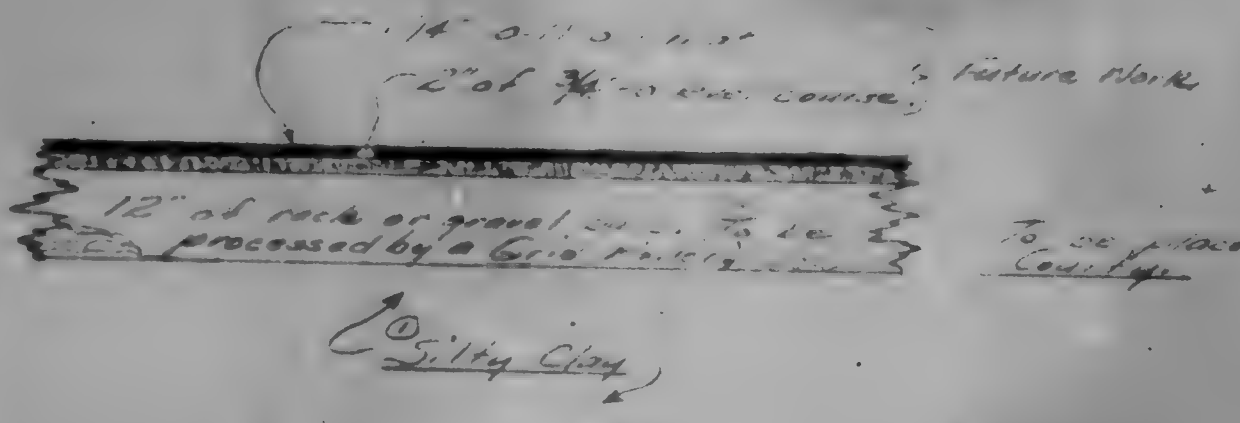
NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

Section [illegible] Highway [illegible] County [illegible] Prefix

Res. Engr. [illegible] Length of Project 2.3 Miles. Sta. [illegible] to Sta. [illegible] Date 3-9-59

TYPICAL SECTIONS *Traffic Classif. – Medium*


14" [illegible]
2" of 3/4"-0 [illegible] course
Future Work
12" of rock or gravel [illegible] to be processed by a Grid Roller
① Silty Clay
To be placed by County

To be placed by County

① Typical Soil

44 LL
14 PI
[illegible] % -200
42 % Silt
50 % Clay
11 R Value

[illegible] classification [illegible]

NOTED
John F. Hagemann

NOTE
John F. Hagemann

Required		Designed	
Base & Wear		Base	Wear
Crushed	Not Crushed	Exist. Surf. Allow.	New Work
✓			12
12			

3-9-59

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be [illegible]
Suitable material source to be determined by the Engineer.											

Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

RECEIVED
MAR 12 1959
ENGINEER
COUNTY & CITY RELATIONS

Submitted by H. T. Decker
Asst. Road [illegible]
[redacted]

Recommended by [illegible]
Construction Engineer

Recommended by [illegible]
Engineer of Materials

Approved by [illegible]
Deputy State [illegible]

NOTED
C. G. SWENSON

March 9, 1959

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Benton County Court
Courthouse
Corvallis, Oregon

Fas 209

Gentlemen:

On March 5, the Highway Commission approved the county FAS project as described in the attached tabulation which is believed to conform with the county's request.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County and City Relations Engineer

JFH:mm
Att: 59-b

PROPOSED PROJECT
BENTON COUNTY

FAS 207 - Muddy Creek Section, $75,000. This section extends from a point approximately 1.4 miles east of Bellfountain easterly across Muddy Creek to a point approximately 1.1 mile west of the junction of FAS 207 with FAP Route 9 (Pacific Highway West).

The proposed project is to grade and drain only to a roadbed width of 36', including a channel change of Muddy Creek. Also included in the project will be a new bridge approximately 200' in length with a 26' roadway over the Muddy Creek channel change. The existing bridge west of the new bridge site is to be removed. Benton County will place base material and an oil mat wearing surface after completion of the FAS project.

Mr. C. C. Hanson, Benton County Engineer, has prepared preliminary plans for this section of road and all field data will be made available to the state. The project limits in accordance with the county survey will be station 80+00 on the west and 122+40 on the east.

Additional funds are available if required.

59-b
2/2/59

NOTED
C. G. SWENSON

Salem, Oregon
March 4, 1959

Muddy Creek Section
FAS 207
Benton County

Mr. Tom Edwards
OFFICE

NOTED
V. R. JONES

The field data for the subject named project has been submitted by the county in conformance with its initial proposal. This project goes to the Highway Commission for approval on March 5th.

The original description of this project called for grading and one structure. It now appears that a second bridge at the east end of the project will be required. Mr. Skelton of the Bridge Division is familiar with this matter.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:cg
cc: Mr. Ivan Merchant
Mr. V. G. O'Neil
Mr. F. Hall
Mr. Vic Wolfe

FORM E-30 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
C. G SWENSON

NOTED
V. R JONES

Salem, Oregon
February 25, 1959

SUBJECT: Muddy Creek Section
Bellfountain County Road
Benton County FAS 207

To:
Mr. Tom Edwards
Construction Engineer
Office

We herewith submit the following data on the subject section:

2 Prints - Plan and Profile showing colored in red the limits of the subject section.

1 T.S.L. Title Sheet

1 ~~Vellum~~ Tracing cloth Sheet showing typical section

4 ~~Vellum~~ Tracing cloth Sheets, Plan and Profile covering the entire length of the Bellfountain County Road

12 Sheets Platted Cross-sections

This data is all from the Benton County Engineer's office, who would like to have the data returned to him when we are through with it. As the field work for this section is completed, we were wondering if this data might be turned over direct to the Design Department and Bridge Department for the preparation of the plans and estimate.

J. D. Walker
Division Engineer

By R. D. Asbury
R. D. Asburry
Assistant Division Engineer

RDA:AM
cc Mr. Clarence Swenson

RECEIVED
FEB 2[illegible] 1959
COUNTY & [illegible]

NOTED
C. G. SWENSON

Salem, Oregon
February 3, 1959

NOTED
Harold C. Ayers

Proposed County FAS Project
FAS 207, Benton County

Mr. Tom Edwards
OFFICE

NOTED
V. R[illegible]

NOTED
John F. Hagemann

Enclosed are four copies of a tabulation, with map attachment, describing a county FAS project proposed by Benton County for construction with available FAS funds.

This project will be presented to the Highway Commission for approval at its March 5 meeting.

John F. Hagemann
Asst. County & City Relations Engineer

JFH:mm
Encl.

cc: Ivan Merchant
J. P. Walker
G. L. Decker

County prepared plan, profile, & cross-sections given to Division Office with this letter.

BENTON COUNTY COURT
CORVALLIS, OREGON

JUDGE
E. E. LARKIN

COMMISSIONERS
WALTER SCHMIDT
A. H. SAXTON

January 29, 1959

NOTED
Harold C. Ayers

NOTED

NOTED
John F. Hagemann

Oregon State Highway Commission
Salem, Oregon

Attention: John F. Hagemann
Asst. Engr., County & City Relations

Gentlemen:

We are hereby requesting, as an additional FAS project for this year, that a project be undertaken on our FAS road #207, or more commonly known as Bellfountain Road.

This improvement consists of a bridge structure of about 200 lin. ft. length, and ½ mile of new grade and fill. It would be our desire that the bridge and grading be done by contract, and that the surfacing be done by County forces.

[illegible]
J.F.H.

Yours very truly,

BENTON COUNTY COURT

E. E. Larkin
County Judge

Walter Schmidt
Commissioner

A. H. Saxton
Commissioner

AHS:la

NOTED
J. W. CATTRALL

January 15, 1952

NOTED
Harold C. Ayers

Mr. Aubrey H. Bond
Benton County Commissioner
Corvallis, Oregon

FAS 207

Dear Sir:

I am replying to your letter of January 9 regarding your inquiry as to the current status of the Bellfountain Road. Please be informed that there is no Federal-aid secondary project contemplated on this road. The state has not made any reconnaissance or surveys nor contemplated any plan for the improvement of this road.

If I can be of further assistance, do not hesitate to call on me.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

NOTED
J. F. HAGEMANN

John W. Cattrall
Engineer, County and City Relations

JWC:MM

BENTON COUNTY COURT
CORVALLIS, OREGON

JUDGE
GEO. I. McBEE

COMMISSIONERS
XXXXXXX
WALTER SCHMIDT
Aubrey H. Bond

January 9, 1952

Oregon State Highway Department
Salem, Oregon

Att: Mr. John W. Cattrall

Gentlemen:

In formulating the Benton County road improvement program for the 1952 working season, it has come to the attention of the County Court that one of the most urgent projects is the 99W-Bellfountain-Dawson road. It is planned to rebase and oil it to accomodate the heavy traffic now using that route.

It is noted, however, on your 1950 general Highway Map of Benton County, published in connection with the highway planning survey, that that route is designated as a Federal Aid Secondary Highway. Information is requested, therefore, as to its corrent status. Has the State made any reconnaissances or surveys of it, or adopted any plans or specifications for its future development? Any information that will enable the county to conform to an orderly plan for permanent improvement will be appreciated.

Very truly yours,

BENTON COUNTY COURT

Aubrey H Bond
Aubrey H. Bond
Commissioner

AHB/w

RECEIVED
JAN 1 Rec'd

FAP 374(4) Middle Cr. Br. on Myrtle 1959
Pt.-Fairview Rd.
#5538

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

4-374 (4)

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
2/[illegible]/61	cc 667		906-1064-297

INVOICE NUMBER 68582

Coos County
Coquille, Oregon

Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billing: Middle Creek Bridge, FAS 252. Covered by agreement dated October 9, 1959			
Original advance deposit	$5,423.76		
Less amount previously transferred	4,423.76		
			$1,000.00
County share costs as per attached statement	$ 4,863.60		
Less amount previously transferred	4,423.76		
			439.84
To be refunded			$ 560.16

RECEIVED
FEB 23 1961
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

A 150 (REVISED 7-60)

NOTED
V. R JONES

NOTED
H. S. COX

NOTED
C. SWENSON

NOTED
[illegible]

March 6, 1961

Coos County Court
Courthouse
Coquille, Oregon

Gentlemen:

Final costs are now available for the Middle Creek Bridge, Contract #5538, on FAS 252, as shown in the attached cost statement. In accordance with an agreement dated October 9, 1959, a refund of $560.16 is due the County in connection with this project. This refund will be made by means of a check from our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H.S. Cox
H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Att.

NOTED
H. S. COX

NOTED

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

December 19, 1960

Coos County Court
Courthouse
Coquille, Oregon

Project S-374(4)

Gentlemen:

This is to advise you that work on the Middle Creek Bridge Section of FAS 252 in Coos County was completed on September 9, 1960.

Under the terms of the agreement dated October 9, 1959, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

CGS:[illegible]

cc: Mr. William K. Griffith, County Engineer

NOTED
JOHN D. GRAHAM

RECEIVED
OCT 1960
FOR FILING
[illegible]14(4)
55-5

October 12, 1960

Federal Insurance Co.,
Bonding Department
320 California St.,
San Francisco 4, California

Gentlemen:

State Highway contract #5538 for construction of the Middle Creek Bridge on the Myrtle Point-Fairview Road in Coos County was completed by the contractor, Tom Lillebo Construction Co., on September 15, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of $2,950.78 will be released to the contractor after acceptance by the Commission. The total contract amount is $23,585.31, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Federal Insurance Co.,
Ward Cook-Rodgers Ins. Co. Inc.,
603 Panama Bldg.,
Portland, Oregon

12 [illegible] 59 A

RECEIVED
1959
FOR FILING

Monthly Transaction No.	Forr 2 (9-1 .7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e Oregon
Project Report No. 3 S-374 (4)	FEDERAL-AID PROJECT AGREEMENT 12-30-59	County Coos
		Project No. **S-374(4)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

3338

Project termini **Middle Creek Bridge approx. 5 miles east of jct. FAS 250**

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	5-26-59	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 26,899	Federal funds $ 16,400

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By ____________________

____
(title)

By ____________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX By C. G. Polk
Division Engineer

By: RCWright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **December 30, 1959**

USComm-DC 40257

December 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Middle Creek Bridge, Project No. S-374(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

HMC:sm

November 20, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Middle Creek Bridge, Project No. S-374(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:jb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-374(4)

MIDDLE CREEK BRIDGE ON THE MYRTLE POINT-FAIRVIEW ROAD IN COOS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 20, 1959

Type Code X021
Middle Creek Bridge (Sta. 105+95 to Sta. 106+05)(Contract No. 5538)

Shoring, Cribbing, Etc.	All Required		$ 1,500.00
Structural Excavation	140 cu. yds.	$5.00	700.00
Excavation Below Elevation Show	15 cu. yds.	8.00	120.00
Class "A" Concrete (139 cu. yds.)	All Required		13,886.00
Metal Reinforcement (46,200 lbs.)	All Required		6,468.00
8-inch Metal Drain Pipe	120 lin. ft.	4.00	480.00
Remove Old Bridge	All Required		1,000.00
			$ 24,154.00
Flagging (5/8% of Contractor's Cost)	All Required		150.00
Signing (Temporary)	All Required		150.00
	Subtotal		$ 24,454.00
	10% Engr. & Cont.		2,445.40
	Total		$ 26,899.40

Length of Structure . . . . . . 0.021 Mile

Federal Funds	$ 16,400.00
State Funds	5,249.70
County Funds	5,249.70
	$ 26,899.40

State Funds For Const.: Chap. 175, Laws 1917; Chap 31, Laws 1920;
Chap. 529, Laws 1939

Funds For Maint.: Chap. 529, Laws 1939

Note: Necessary funds have been deposited by Coos County with the Highway Department.

RECEIVED
DEC 14 1959
FOR FILING

S-374(4)

5538

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

December 11, 1959

Tom Lillebo Construction Company
Box 365
Reedsport
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5538, awarded November 5, 1959, for construction of the Middle Creek Bridge on the Middle Creek Section of the Myrtle Point-Fairview Road in Coos County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

A

RECEIVED
NOV - 5 1959

FOR FILING

[illegible]

5538

November 5, 1959

Tom Lillebo Construction Company
P. O. Box 365
Reedsport, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5538 for construction of the Middle Creek Bridge on Myrtle Point-Fairview Road in Coos County.

This award was based on your bid of $24,154 which was the low bid submitted to the Commission on October 13, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

Form A-150—5M—6-50

NOTED
John F. Hagemann

NOTED
Harold C. Ayers

NOTED
V. R. JONES

NOTED
C. G. SW[illegible]

INVOICE

Oregon State Highway Department

SALEM, OREGON

Invoice No. 62548

Date October 22, 1959

Your Req. No.

Billing Request No. 00 585

Credit Distribution: 506-1002-297

Coos County
Coquille, Oregon

Attn: County Court

RECEIVED
OCT 26 1959

Advance Deposit	$5,423.76
Partial transfer: County's share Middle Creek Bridge on FAS 252 covered by agreement dated October, 1959	4,423.76
To be retained	$1,000.00

BILLING REQUEST
Cash Received With Request: $__________
By __________

State Printing 21127

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

October 22, 1959

Coos County Court
Courthouse
Coquille, Oregon

NOTED
V. R. JONES

NOTED
John F. Hagemann

Gentlemen:

This is to acknowledge receipt of a check in the amount of $3,100 which, when added to the refund due the county of $2,323.76, makes a total deposit of $5,423.76 for the Middle Creek Bridge on FAS 252. A contract for this bridge will be awarded at the regular Highway Commission meeting on November 5-6 and a copy of the contract will be forwarded as soon as available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F, Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: Mr. Floyd Robb, County Engineer

NOTED
C. G SWENSON

NOTED
Harold C. Ayers

October 22, 1959

Coos County Court
Courthouse
Coquille, Oregon

NOTED
V. R. JONES

NOTED
John F. Hagemann

Gentlemen:

Final costs are now available for the Beaver Slough-Chrome Plant Section of FAS 677. As per the attached cost statement, a refund of $2,323.76 is due the county.

In accordance with previous correspondence, this refund is being retained as part of the advance deposit in connection with the Middle Creek Bridge on FAS 252.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

cc: Mr. Floyd Robb, County Engineer

RECEIVED
OCT 26 1959
FOR FILING

$ 374.41

5538

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 22, 1959

To: Mr. Ivan Merchant
OFFICE

SUBJECT: Advance Deposit
Middle Creek Bridge,
FAS 252, Coos County

We have received, this date, Coos County's advance deposit in connection with the subject named project upon which bids were accepted October 13. This project is now clear for awarding of a contract.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: G. S. Paxson

G. S. PAXSON

RECEIVED
1959
OFFICE OF
ENGINEER

NOTED
Harold C. Ayers

October 14, 1959

Coos County Court
Courthouse
Coquille, Oregon

NOTED
V. R JONES

Gentlemen:

On October 13 a satisfactory bid was received from Tom Lillebo of Reedsport for constructing the Middle Creek Bridge on FAS 252. As per the agreement between county and state, the following advance deposit is required prior to awarding of a contract:

Bid Items	$24,154.00
12½% Engineering & Contingencies	3,019.25
Estimated Total Cost----------------	$27,173.25
County Advance Deposit 20% of Estimated Total Cost	$ 5,434.65
Less refund due on Beaver Slough-Chrome Plant Section, FAS 677	2,323.76
REQUIRED CASH DEPOSIT----------------	$ 3,110.89 or say $3,100

Please make this deposit by means of a check or warrant in the amount of $3,100 payable to the Oregon State Highway Commission, forwarding same to this office. If the deposit is received prior to November 5, a contract will be awarded at the regular Highway Commission meeting on that date.

506-1082

Very truly yours,

trial dep.
$ 5,423.76

W. C. Williams
State Highway Engineer

By

Recd.
10/23/59
Cert #5538

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: Mr. Floyd Robb, County Engineer

RECEIVED
OCT 12 1959
FOR FILING

Salem, Oregon
October 9, 1959

Finance #273

Cooperative Construction Agreement

C. G. Swenson
City County Relations Engineer

Attached is a conformed copy of a cooperative construction agreement with Coos County Court covering the Middle Creek Bridge Project on FAS 252 in Coos County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Clerk of Coos County.

Floyd Query, Secretary

jrc

Encl.

October 9, 1959

Georgianna Vaughan
County Clerk
Coos County Courthouse
Coquille, Oregon

Dear Madam:

We are enclosing for your records and files a fully executed copy of a Cooperative Construction Agreement between the State Highway Commission and Coos County Court covering the Middle Creek Bridge Project on FAS 252 in Coos County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

Encl.

FORM E-30 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 29, 1959

SUBJECT: FAS Project Agreement
Coos County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Middle Creek Bridge project on FAS 252 in Coos County. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 12/12/58.

John D. Graham
Office Engineer. County & City Relations

JDG:mm
Att.

Ⓐ
2 COPIES TO
BE SIGNED

RECOMMENDED FOR APPROVAL
Assistant State Highway Engineer

AUTHORIZED BY HIGHWAY COMMISSION
DATE December 11, 1958, Page 29, Para 2
Lloyd Query
Secretary

NOTED
V. R. [illegible]

NOTED
C. C. [illegible]

NOTED
Harold C. Ayers

September 24, 1959

Coos County Court
Courthouse
Coquille, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Middle Creek Bridge on FAS 252 upon which bids will be received October 13.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $28,800; however, the low bid received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest, with seal, and return both signed copies of the agreement to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the county's records. The signed agreements should be mailed so as to arrive in this office not later than October 9.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

County of Coos

NOTED
Harold C. Ayers

RECEIVED
[illegible]

F.A.S 252

29591
29860
29859

June 11, 1959

NOTED
C. [illegible]

Mr. Earl F. Saling
Right of Way Office Manager
Oregon State Highway Department
Salem, Oregon

Dear Mr. Saling:

We are enclosing herewith the real estate options signed by Bradley W. and Lila M. West and Reuben W. and Hilda Brown for right-of-way for the Middle Creek Bridge Section of the Myrtle Point - Fairview County Road.

The County has instituted official proceedings by resolution to acquire certain right-of-way from Nora E. Hallam because we could not locate her. Since the resolution has been filed and the notices posted, we have received a reported address and we are in the process of corresponding with her (see enclosed letter) in hopes that she too will sign the option for right-of-way.

Hope this information will be beneficial to you, and we will let you know as soon as possible when we are able to acquire the remaining right-of-way.

Very truly yours,

James W. Harrison

James W. Harrison
County Judge

JWH:js

Enclosures

APPROVED
[illegible]

75

NOTED
C. G. SWENSON

May 18, 1959

NOTED
Harold C. Ayers

Mr. Floyd A. Robb
Coos County Engineer
Coquille, Oregon

Dear Mr. Robb:

Enclosed are four copies each of three option forms, with sketch maps, covering right-of-way to be obtained in connection with the Middle Creek Bridge on FAS 252.

Please return one signed copy of each option or, if options are not used, a letter detailing any agreements which would affect the bridge project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Ass't. County & City Relations Engineer

JFH:cg

Encl.

FORM E-30 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

May 12, 1959
Salem, Oregon

RECEIVED
MAY 13 1959
ENGR.
COUNTY-CITY RELATIONS

SUBJECT: Options
Middle Creek Bridge Sec.
Myrtle Pt.-Fairview Rd.

To:
C. G. Swenson
County-City Relations Engr.
OFFICE

Attached you will find 3 original option forms in quadruplet covering right of way to be acquired in connection with Middle Creek Bridge Section of the Myrtle Point-Fairview Road in Coos County. No Statements of Information were furnished. This contract is scheduled for letting June 16, 1959.

Please return to the Right of Way Department a copy of each signed option to inform the Highway Engineer the conditions, if any, on the transaction.

We are attaching 5 prints of map number 10C-35-6 covering this area and bearing our date of May 5, 1959.

29591	Bradley W. & Lila M. West	0.26	acre	p-1
		0.05	"	p-2
29859	Nora E. Hallam	0.16	"	p-1
		0.02	"	p-2
29860	Reuben W. & Hilda Brown	0.02	"	

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

AE
blr
enc. 3 orig. option forms
5 prints of map

cc: Frank Morgan
(copy of map)
Larry Holt

[illegible]
R.[illegible]

NOTED
Harold C. Ayers

NOTED
C. G SW[illegible]

MEMO TO J. W. NASH
5/1/59

FAS 252, COOS COUNTY

TERMINI: Bridge over Middle Creek approximately 5 miles southeast of the junction at Fairview of FAS 252 with FAS 250. (Middle Creek Bridge)

PROPOSED WORK: One concrete bridge 110' in length.

PROJECT LENTH: 0.02 mile.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION	$30,000	$18,000	$6,000	$6,000 (County)

EXISTING FACILITY: Untreated timber truss 103' in length, H.C. 17', deteriorated condition.

ADJACENT SECTION: 20' wide ~~[illegible]~~ bituminous wearing surface with 2' shoulders.

PROJECT DATA: Construct a 110' long R.C.D.G. bridge having a H.C. of 24'. The bridge will be constructed on an improved alignment east of and adjacent to the present bridge. Coos County will construct required road approaches to approved highway standards without federal cooperation.

ROW WIDTH:	60'.
MINIMUM DESIGN STANDARDS:	No exceptions.
ACCESS CONTROL:	None.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
UNUSUAL OR COMPLICATED SITUATIONS:	None.

Route data submitted under Oregon Projects DS-374(1) and S-374(2).

JFH:mm

NOTED
[illegible]

John F. Hagemann

NOTED
C G SWENSON

LOCATION PROSPECTUS
MIDDLE CREEK BRIDGE SECTION
FAS 252 - COOS COUNTY

The following prospectus is submitted concerning the above mentioned structure which is located about 0.2 mile southerly of the community of McKinley. The overall length of the project, including approaches, is about 0.15 mile.

This will be a location survey for the purpose of preparing plans and estimates to replace the existing bridge. The new structure will be adjacent to the existing structure; new approaches will be constructed by the county. Traffic will be maintained via detour or the existing bridge depending on the new location agreed on as a result of survey.

Reconnaissance is not necessary. Routine soils investigation will be conducted. There are no special drainage problems, but the new structure will have additional clearance to avoid drift. An economic analysis is not needed at this time.

The present ADT is 170 and the projected (1975) ADT is 340. The bridge will carry a 24-foot roadway with no sidewalks. Approaches to the bridge will have two 10-foot running lanes with 4-foot shoulders. The tentative base design by G. L. Decker is:

Asphaltic Concrete	3½"
3/4"-0 Level Course	2 "
Coarse Crushed Base	6½"
Total	12 "

RECEIVED
FEB 11 1959

Adequate quantities of material are available from commercial sources at Myrtle Point. A truck haul of about 22 miles will be necessary.

Agreements will be required with the county concerning contractor removal and retention of the existing bridge, routing of traffic during construction, and construction of approaches.

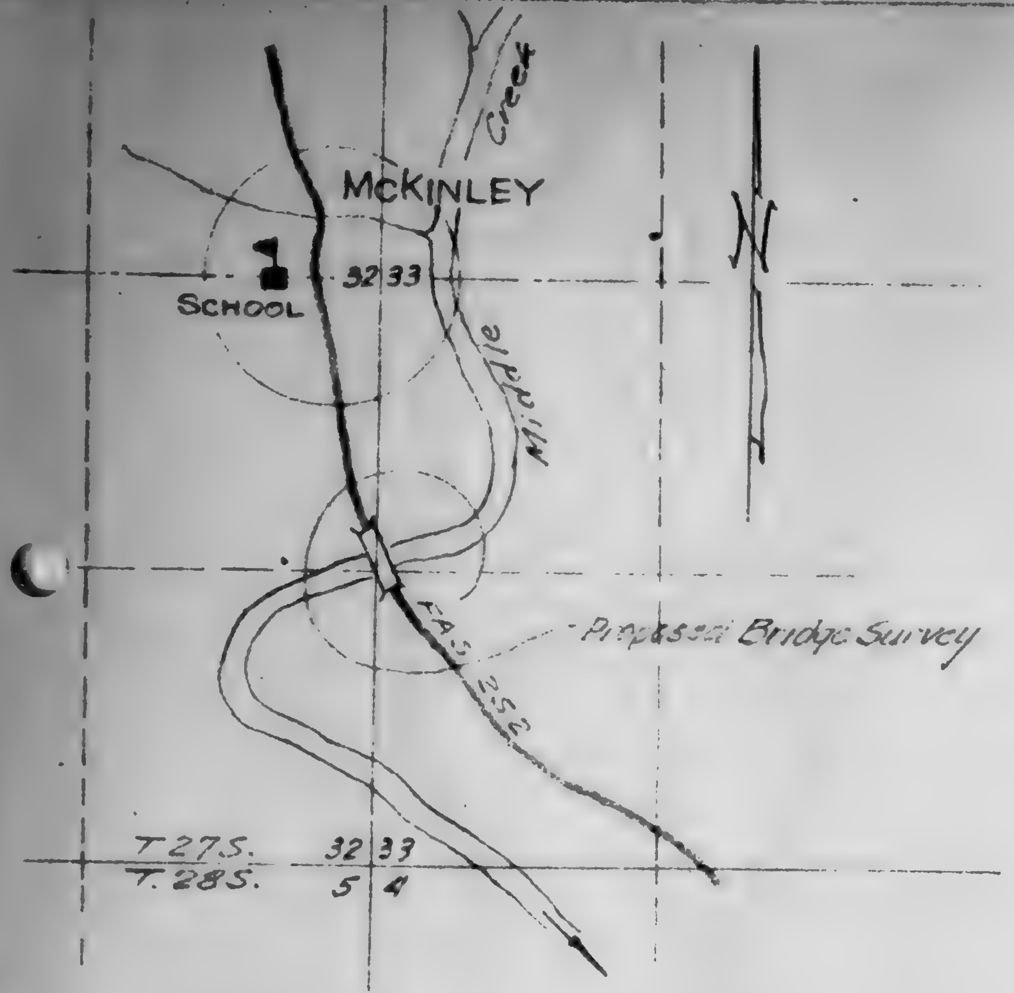
There are no state parks in this vicinity.

February 10, 1959

Attachment

NOTED
JOHN D. GRAHAM

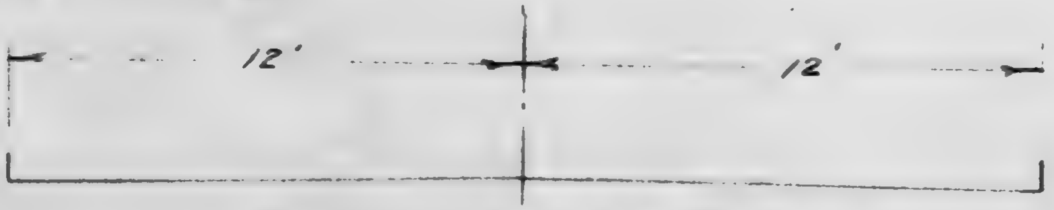
cc
W. C. Williams
Forrest Cooper
G. S. Paxson
Tom Edwards
Frank Morgan (2)
G. C. Wills
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
R. C. Edgerton
Frank Hall
J. W. Nash
C. G. Polk
W. T. Wright
S. H. Probert
Ivan D. Merchant
C. G. Swenson
G. L. Decker (2)
I. A. DeFrance


McKINLEY
Creek
Middle
SCHOOL
32 33
FAS 252
Proposed Bridge Survey
T.27S.
T.28S.
32 33
5 4
N

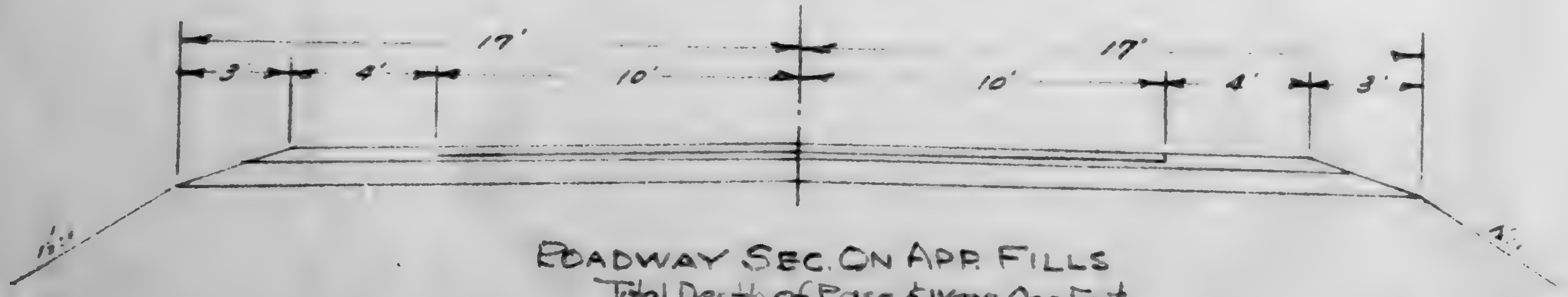
T.27S., R.11W.W.M.

SKETCH MAP

Middle Creek Bridge Survey
FAS 252 (Coos Co. Mkt. Rd. #60)
Coos County
Scale 1" = 1000'   Geo. C. Wills Res. Engr.



ROADWAY SEC ON BRIDGE


17'
17'
3'
4'
10'
10'
4'
3'
1½:1
1½:1

ROADWAY SEC. ON APP. FILLS
Total Depth of Base & Wear, One Foot

NOTED
V. R. JONES

NOTED
[illegible]

NOTED
John F. Hagemann

RECEIVED
JAN 5 1959
ENGINEER
COUNTY & CITY RELATIONS

.RSM

RSB ACG 4 1-5-59 1008A

F D MORGAN

BRIDGE PROJECTS ON FAS 806 AND 252, COOS COUNTY, WERE APPROVED BY HIGHWAY COMMISSION 12/12/58

F HAGEMANN

544.

NOTED
JOHN D. GRAHAM

NOTED
John F. Hagemann

RECEIVED
JAN 5 1959
ENGINEER
COUNTY & CITY RELATIONS

ACG RSB 8 1-5-59 945A

JOHN F HAGEMANN: COUNTY AND CITY RELATIONS

HAVE PROPOSED COUNTY FAS PROJECTS

1. F A S 806, MIDDLE FORK COQUILLE RIVER (BRIDGE) BRIDGE

2. F A S 252, MIDDLE CREEK BRIDGE (MCKINLEY)

BEEN APPROVED OR REJECTED BY STATE HWY COMMISSION

F D MORGAN

SC

-:.

Approved 12/12/58
Morgan advised by teletype 1/5/59
J.F.H.

NOTED
C. G. SWENSON

NOTED
V. R. JONES

NOTED
Harold C. Ayres

December 12, 1958

Coos County Court
Courthouse
Coquille, Oregon

NOTED
John F. Hagemann

Gentlemen:

On December 11 the Highway Commission approved the County FAS projects as described in the attached tabulation which is believed to conform with your initial request. The survey for these projects will be done under the supervision of our division office with headquarters at Roseburg.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:cg
Att.

File FAS 252
Coos Co

NOTED
C. G. SWANSON

PROPOSED PROJECTS
COOS COUNTY

FAS 806, Middle Fork Coquille River (Bridge) Bridge, $75,000. This bridge is located at the community of Bridge approximately 0.2 mile south of the Coos Bay-Roseburg Highway (FAP Route 14).

The proposed project is to replace the existing bridge with a new structure having a 24' roadway and with sidewalks on each side. It is proposed to locate the new structure adjacent to and upstream from the existing bridge so that traffic may continue to use the existing bridge during construction. The FAS project will be for the structure only including removal of the existing bridge after the new structure is opened to traffic. Coos County will construct road approaches as required. In removing the existing bridge all material would be the property of the contractor and the existing piers would not be removed.

Funds in addition to the $75,000 programmed are available if required.

FAS 252, Middle Creek Bridge, $35,000. This bridge is located approximately 0.2 mile south of the community of McKinley and approximately 5 miles southeast of Fairview.

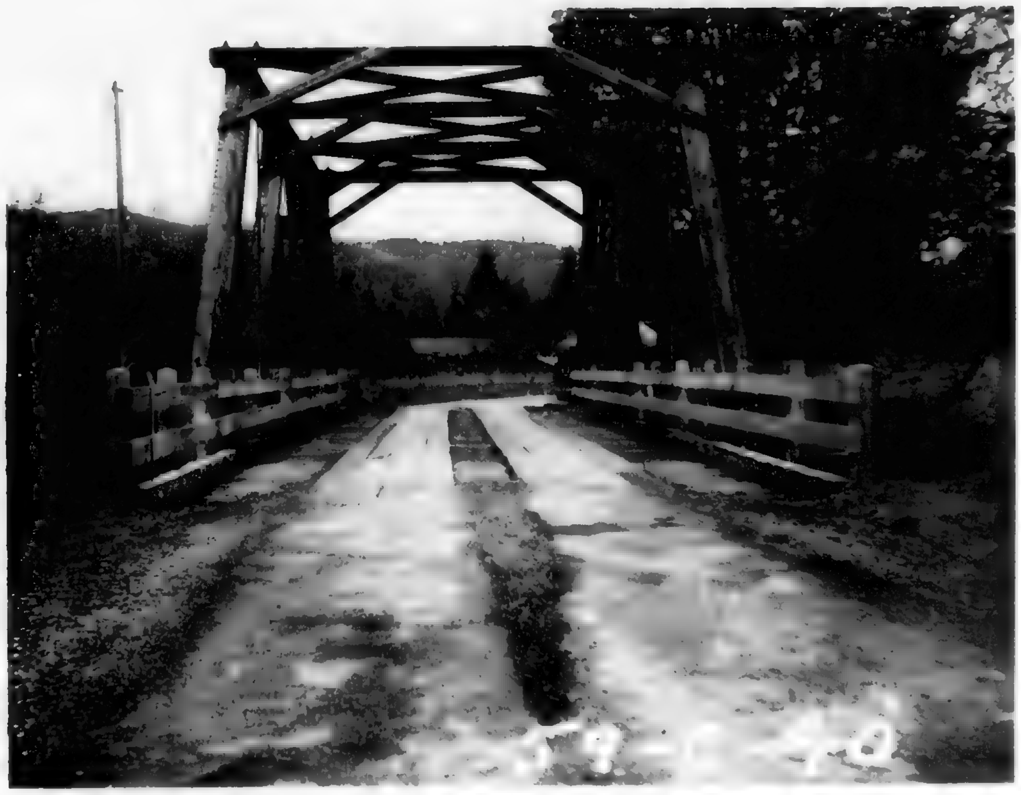
The proposed project is to replace the existing bridge with a new structure having a roadway width of 24' and no sidewalks. Traffic will have to be maintained during construction and the possibility of locating the new structure adjacent to and downstream from the existing bridge should be carefully investigated. As Mr. Robb, Coos County Engineer, advises that the new bridge should have 1-1/2' to 2' more clearance than the present structure, reconstruction of road approaches would be required even if the new bridge were in the same location as the existing bridge. If the new structure is located so that one-way traffic could be maintained over the existing structure, the FAS project will be for the structure, removal of the existing bridge, and maintenance of the detour. If the new structure is located so as to prevent use of the present structure to carry traffic during construction, the FAS project will be for the structure only, including removal of the existing bridge, and Coos County will provide a low level detour. A low level detour would necessitate the construction period being confined to the low water period from approximately May 10 to October 1. The county will construct road approaches as required.

Funds in addition to the $35,000 programmed are available if required.

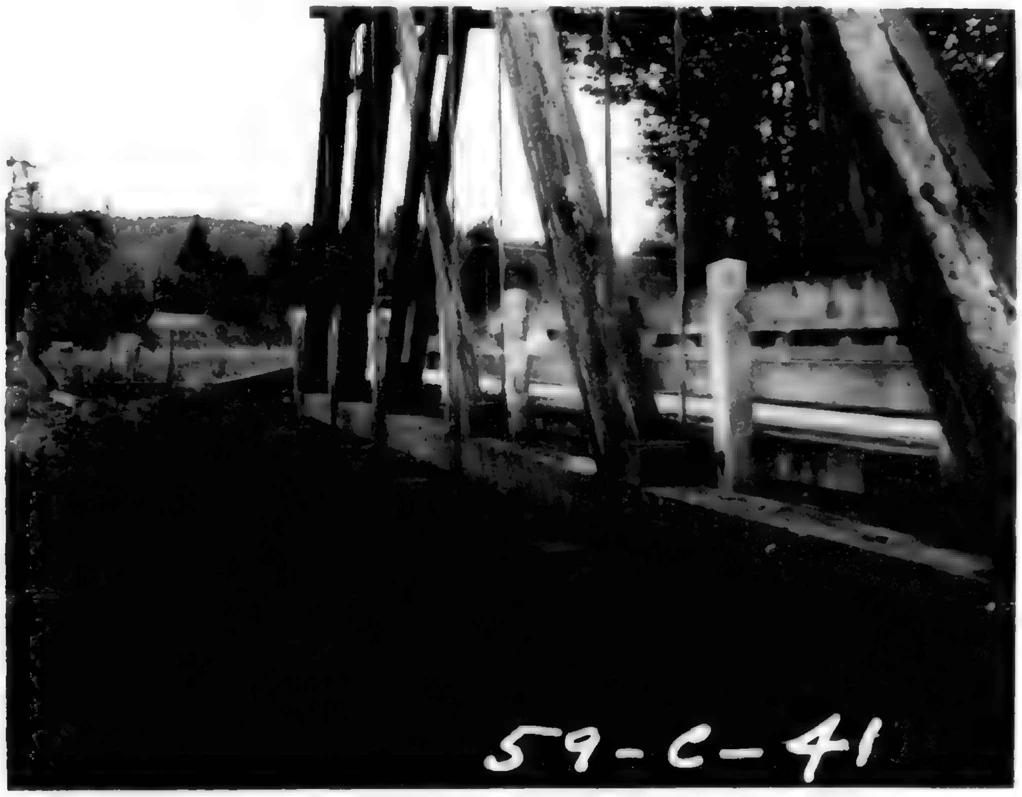
Mr. Floyd Robb, County Engineer, should be contacted prior to making the surveys.

58-h
11/5/58

Highway Commission approved: December 11, 1958

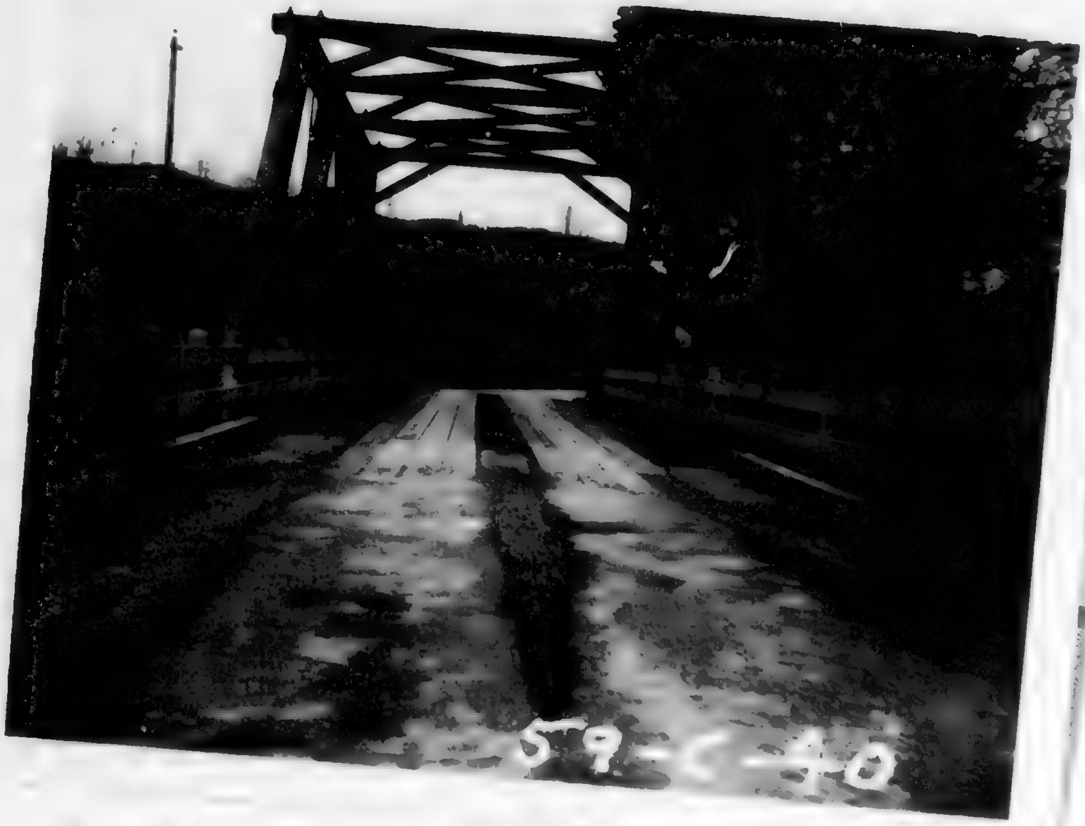


Middle Creek Bridge from south 59-c-40



Middle Creek Bridge from southeast 59-c-41

F.AS 252
3 15 59



Middle Creek Bridge from south 59-c-40

FAS 252
3.18 59

S-14(11) Bear Cr. Rd.-Cascade Lakes 1959
Jct. Sec. of N. Umpqua Rd.
#5539 (Grad. & Stone Base)

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

NOTED

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
8-15-61	CC 709		510-1066-257

INVOICE NUMBER
70874

Douglas County Court
Roseburg,
Oregon

Attention: Mr. Al H. May

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Bear Creek Road-Cascade Lake Junction, FAS 253. Covered by agreement dated October 12, 1959.			
Original advance deposit		$19,670.00	
Less amount previously transferred		14,670.00	
Balance Advance Deposit			$ 5,000.00
County share cost as per attached statement		$18,243.16	
Less amount previously transferred		14,670.00	
			3,573.16
To be refunded			$ 1,426.84

NOTED
V. R. JONES

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request $________________

By________________________________

RECEIVED
AUG 18 1961
ENGINEER
COUNTY & CITY RELATIONS

A 150 (REVISED 7-60)

NOTED
V. R ONES

August 7, 1961

NOTED
[illegible]

Douglas County Court
Courthouse
Roseburg, Oregon

Gentlemen:

Final costs are now available for the Bear Creek Road-Cascade Lakes Junction Section, Contract #5539, on FAS 253 as shown in the attached cost statement. In accordance with an agreement dated October 12, 1959, a refund of $1,426.84 is due the County in connection with this project. This refund will be made by means of a check from our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
County & City Relations Engineer

VRJ:djb
Att.

RECEIVED
APR 12 1961

FOR FILING

2-14 (11)

5539

April 11, 1961

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

You are hereby notified that a post-final payment will be made to Access Construction, Ore. Ltd., on contract #5539 for grading-stone base on the Bear Creek Road-Cascade Lakes Jct. Section of the North Umpqua Road in Douglas County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $67,207.26, including the post-final payment of $126.00. Of the total, $737.30 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Aetna Casualty & Surety Co.,
Cole, Clark & Cunningham, Inc.,
222 SW 4th Avenue
Portland 4, Oregon

cc: Access Construction, Ore. Ltd.,
P. O. Box 483
Roseburg
Oregon

RECEIVED
APR 4 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

2-14 (11)
5539

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 23, 1961

Access Construction, Oregon Ltd.
P. O. Box 483
Roseburg, Oregon

Re: Bear Creek Road-
Cascade Lakes Jct.
Contract No. 5539

Attention Mr. J. R. Zumwalt

Gentlemen:

Reference is made to your letter of January 16, 1961 wherein you made claims against the State for work done under Contract No. 5539 as follows:

1.	Liquidated damages	$300.00
2.	Riprap (28 Cubic Yards)	126.00
3.	Additional rounding cutbanks	450.00
	TOTAL	$876.00

These claims have been thoroughly analyzed as follows:

1. Full allowances were made for the restrictions on burning when making daily workday charges. When burning constituted 40 per cent of the available work and burning was not allowed, no workday charges were made. It is our opinion that, despite the inconvenience of the burning restriction, the project could have been completed on time had the operations other than burning been completed during this "no charge" period.

2. You did place 28 cubic yards of riprap on June 16, 1960 (based on 70 per cent of 40 cubic yards truck measure) and our resident engineer has been instructed to include this amount on a post-final estimate.

3. All cutbanks rounding that conforms to our specifications has been paid for.

NOTED
FORREST COOPER

In summary, Claims No. 1 and 3 have been denied and Claim No. 2 has been approved.

Very truly yours,

W. C. Williams
State Highway Engineer

By Tom Edwards
Tom Edwards
Construction Engineer

LWR:fp:jw

cc Forrest Cooper ✓
F. D. Morgan

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 7 1961
FOR FILING

S-14(11)

5539

February 6, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 21, 1960, on Contract No. 5539, Bear Creek Road-Cascade Lakes Junction Section, in Douglas County, in connection with Federal Aid Project No. S-14(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

RECEIVED
[illegible] 1960

FOR FILING

14 (11)

5539

December 30, 1960

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5539 for grading-stone base on the Bear Creek Road-Cascade Lakes Jct. Section of the North Umpqua Road in Douglas County was completed by the contractor, Access Construction, Oreg. Ltd., on October 21, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

Final payment in the amount of $2,342.18 will be released to the contractor on or after January 9, 1960. The total contract amount is $67,081.26, of which amount $757.30 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Aetna Casualty & Surety Co.,
Cole, Clark & Cunningham, Inc.,
222 SW 4th Ave.,
Portland 4, Oregon

cc: Access Construction, Oreg. Ltd.,
P. O. Box 483
Roseburg, Oregon

RECEIVED
DEC 2 - 1960
FOR FILING
A-14 (11)

5539

December 1, 1960

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Access Construction, Oreg. Ltd., on contract #5539 for grading-stone base on the Bear Creek Road-Cascade Lakes Jct. Section of the North Umpqua Road in Douglas County.

This payment, in the amount of $6,009.19, will be released to contractor on or after December 9, 1960. The retained percentage is $1,990.88.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: The Aetna Casualty & Surety Co.,
Cole, Clark & Cunningham, Inc.,
222 SW 4th Avenue
Portland 4, Oregon

cc: Access Construction, Oreg. Ltd.,
P. O. Box 483
Roseburg
Oregon

NOTED
C. G. SWENSON

NOTED
H. S. COX

November 22, 1960

Douglas County Court
Courthouse
Roseburg, Oregon

Project S-14(11)

Gentlemen:

This is to advise you that work on the Bear Creek Road-Cascade Lakes Section on FAS 253 in Douglas County was completed on October 21, 1960.

Under the terms of the agreement dated October 12, 1959, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

CGS:mm

Form E-1—(Rev.)—

[illegible]
#5539

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 28 Oct 60, 19

Section: Bear Cr Rd - Cascade Lakes	Kind of work: grading, stone base
Highway: No Umpqua Rd County: Douglas	Section prefix: 510-1066
Contractor: Access Construction Co, Ore Ltd	Contract number: 5539
Date of contract: 5 Nov 59, 19	Specified work days: 50
Date work started: 25 Oct 59, 19	Work days used: 55
Project authorization: $70,870.50 Exclusive of engineering: $65,830.82	Per cent of time elapsed: 110 %

Estimated cost of completed project, exclusive of engineering: $ 65,830.82

Estimated per cent overrun or underrun: 0 %

Per cent of contract completed, based on estimated cost: 100 %

Engineering authorization: $ 5039.68

Engineering cost to date $ 5000, 99 %

Date project was completed: 21 Oct 60, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100		100		

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Project completed, Friday, 21 October 1960

Semi-final will be submitted approximately 4 November 1960.

FINAL REPORT

NOTED
JOHN R. OAKES

Noted
M. N. Jure

NOTED
C. E. PAULSEN

DIVISION
RECEIVED
OCT 31 1960
NOTED ☑ ☑ ☐ ☐ ☑
CE ACE COE

Signed Jack L. [illegible] res engr

Address Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.6	1.6			
Miles partially completed	1.6	1.6			
Miles completed	1.6	1.6			
Total estimated quantities (contract)	88,400	13,500			
Total quantities corrected to date	91,000	11,067			
Estimated quantities moved or placed to date	91,000	11.067			
Average daily quantities	0	0			
Average daily quantities necessary to complete project on time	0	0			
Number shifts per day	0	0			
Hours per shift	0	0			
Average force on project for week	0	0			

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	fair		
Monday	fair		
Tuesday	fair		
Wednesday	rain		
Thursday	showers		
Friday	cloudy		
Saturday			

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OCT [illegible] 1960
FOR FILING
14 (11)

5539

October 28, 1960

Mr. C. G. Swenson
County and City Relations Engineer
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 21, 1960, on Contract No. 5539, Bear Creek Road-Cascade Lakes Section, in Douglas County, in connection with Federal Aid Project No. S-14(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:cr

FAS 253

NOTED
Harold C. Ayers

NOTED
V. R. JONES

NOTED
H. S. COX

RECEIVED
AUG 23 1960

NOTED
C. G. SWENSON

CON RSB 233 8-23-60 910A

YOUNG

DOULGXXX DOUGLAS COUNTY DECIDED YESTERDAY THAT IT WAS IMPRACTICABLE TO PUT A PRIME COAT ON THE BAXXX BEAR CREEK ROAD-CASCADE LAKES SECTION THIS YEAR AND HAVE DROPPED THE IDEA

L R CHANDLER

SAVC . Elmer Metzger in office about this matter Aug. 19

RECEIVED
DEC 31 1959
FOR FILING

[illegible] 5539 [illegible] 59

Monthly Transaction No. 1-7	For R-2 (9- 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate Oregon
Project Report No. S-14 3(11)	**FEDERAL-AID PROJECT AGREEMENT**	County Douglas
		Project No. S-14(11)

5539 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. Bear Cr. Rd. to Cascade Lakes Jct.
(1.60 miles west to jct. FAS 855)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	9-23-59	1.6
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 69,296	Federal funds $ 38,400

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ____________________
~~Deputy~~ State Highway Engineer
(title)

By ____________________
(title)

By ____________________
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By XX C. G. Polk
Division Engineer

By: RCWright
R. C. Wright
Administrative Manager

Date executed by Division Engineer December 30, 1959

USComm-DC 40257

December 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Bear Creek Road-Cascade Lakes Junction Section, Project No. S-14(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

RLC:em

November 20, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Bear Creek Road-Cascade Lakes Junction Section, Project No. S-14(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-14(11)

BEAR CREEK ROAD-CASCADE LAKES JUNCTION SECTION OF THE NORTH UMPQUA ROAD IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 20, 1939

Type Code 2010
Roadway (Sta. 733+00 to Sta. 816+00)(Contract No. 5539)

Clearing and Grubbing	All	Required	$	$ 4,000.00
Drainage Excavation, Unclassified	390	cu. yds.	2.00	780.00
General Excavation, Unclassified	88,400	cu. yds.	0.24	21,216.00
Short Overhaul	170,000	yd. sta.	0.02	3,400.00
Long Overhaul	1,050	C-yd.sta.	0.50	525.00
Finishing Roadbed and Slopes	1.61	miles	500.00	805.00
Rounding Cutbanks	3,500	lin. ft.	0.10	350.00
18-inch Corrugated Metal Pipe	250	lin. ft.	5.00	1,250.00
48-inch Corrugated Metal Pipe	36	lin. ft.	20.00	720.00
72-inch Corrugated Metal Pipe, 8 Gage	420	lin. ft.	40.00	16,800.00
Hauling and Placing Aggregates	13,500	cu. yds.	0.90	12,150.00
Sprinkling	400	M-gal.	2.00	800.00
				$ 62,796.00
Flagging (57½% of Contractor's Cost)	All	Required		100.00
Signing				100.00
	Subtotal			$ 62,996.00
	10% Engr. & Cont.			6,299.60
		Total		$ 69,295.60

Length of Roadway - - - - - - 1.610 Miles
Cost of Roadway Per Mile- - - $43,040.74

Federal Funds -	$ 38,400.00
State Funds -	12,800.00
County Funds- -	18,095.60
	$ 69,295.60

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
Funds for Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited by Douglas County with the Highway Department.

RECEIVED
FORM 5-150 NOV 30 1959
FOR FILING

S 14 (11)
5539

A

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 30, 1959

Access Construction, Ore. Ltd.,
P. O. Box 483
Roseburg
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5539, awarded November 5, 1959, for grading-stone base on the Bear Creek Road-Cascade Lakes Jct. Section of the North Umpqua Road in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
[illegible] 1959
FOR FILING

[illegible]
5539

When replying, refer to
08-35.4

408 State Highway Bldg.
Salem, Oregon

November 24, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project S-14(11)
Bear Cr. Road-Cascade Lakes Jct. Section
of North Umpqua County Road - Douglas
County. Order for State Force Work
dated November 17, 1959 - Furnish, install
signs to direct traffic
Contract No. 5539

Dear Sir:

Reference is made to your letter dated November 17, 1959 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

The total estimated amount of the order is $100.00 with Federal participation of $60.00.

Very truly yours,

C. G. Polk
Division Engineer

By: D. M. Emrich
Acting Division Engineer

Orig [illegible]

RECEIVED
NOV 23 1959
FOR FILING

S 14(11)

5539

A

November 20, 1959

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 1, Account No. 276 covering directional signing on the Bear Creek Road-Cascade Lakes Junction Section of the North Umpqua County Road in Douglas County, Contract No. 5539, in connection with Federal Aid Project No. S-14 (11).

This work is necessary for the direction and guidance of traffic. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workmen.

The contractor is not equipped to do this work, while the State has the experienced crews. The amount is too small to be done by separate contract. Materials used are purchased on the open market through competitive bids.

The total estimated amount of the order is $100.00 with Federal participation of $60.00.

Your approval of this order on the basis of actual cost under the provisions of PPM 21-6.3 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By Original signed
G. S Paxson

Forrest Cooper
Deputy State Highway Engineer

DBP:sm
Enc.

RECEIVED
NOV 13 1959
FOR FILING

S 14 (11)

5539

A

November 12, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on October 26, 1959, on Contract No. 5539, Bear Creek Rd.-Cascade Lakes Jct. Section, in Douglas County, in connection with Federal Aid Project No. S-14(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
NOV -5 1959
FOR FILING

[illegible]

[illegible]

November 5, 1959

Access Construction, Oregon Ltd.
P. O. Box 483
Roseburg, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5539 for grading and stone base on the Bear Creek Road-Cascade Lakes Junction Section of the North Umpqua Road in Douglas County.

This award was based on your bid of $62,796.00 which was the low bid submitted to the Commission on October 13, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

r:

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

Form A-150—5M—6-50

NOTED
V R JONES

NOTED
Harold C. Ayers

INVOICE

Oregon State Highway Department

SALEM, OREGON

NOTED
John F. Hagemann

Douglas County
Roseburg, Oregon

Attn: County Court

RECEIVED
OCT 19 1959

Invoice No. 62496

Date October 19, 1959

Your Req. No.

Billing Request No. cc 520

Credit Distribution: 510-1066-297

Advance Deposit	$19,670.00
Partial transfer county's share total costs of Bear Creek Road-Cascade Lakes Junction, CAS 253, covered by agreement dated October, 1959.	14,670.00
Total deposit $19,670 of which $5,000 is to remain in advance deposit fund	
To be retained	$5,000.00

ACKNOWLEDGMENT OF BILLING REQUE

Cash Received with Request: $________________

By ______________________

State Printing 21127

FORM E-80 35M 9-51 52318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Right of Way Department
October 19, 1959

SUBJECT: File 30448
Bear Creek Road-Cascade Lakes Jct.
North Umpqua County Road
U. S. Forest Service

To:

County-City Relations Dept.
State Highway Bldg.
Salem

Attention: John Hagemann

Attached you will find the original and ~~two copies~~ one copy of a Special Use Permit issued to Douglas County by the U. S. Forest Service. This permit covers right of way for the Bear Creek Road, Cascade Lakes Junction Section of the North Umpqua County Road.

The permit is not dated, but it was mailed to the State Highway Engineer on October 12, 1959.

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

WO:ls

Attach: Original Special
Use Permit & ~~2 copies~~ 1 copy

cc: Velda DeGuire
(With one copy permit)

To Co.
10/19/59

xxxxxxxxxxxxxxxxxxx

October 19, 1959

Mr. Al H. May
Douglas County Engineer
Courthouse
Roseburg, Oregon

Dear Mr. May:

This is to acknowledge receipt of an advance deposit of $19,670 in connection with the Bear Creek Road-Cascade Lakes Junction Section. A contract for this project will be awarded at the regular Highway Commission meeting on November 5-6 and a copy of the contract will be forwarded as soon as available.

I have checked with our right-of-way division re the Forest Service special use permit for the project right-of-way and was advised that we have not received said permit as of this date. A copy will be forwarded as soon as we receive it; however, it is suggested you might get quicker results by requesting the local Forest Service office for such a copy.

Copies to
Co 10/19/59 J.F.H

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

DOUGLAS COUNTY ROAD DEPARTMENT
Room 219 Court House
ROSEBURG, OREGON

October 16, 1959

Mr. John F. Hagemann
Assistant County & City Relations Engineer
Oregon State Highway Department
Salem, Oregon

Re: F.A.S. #253

Dear John:

Enclosed is county warrant #17961 in the amount of $19,670.00 from Douglas County to Oregon State Highway Commission and two signed copies of right of way certificate as per instructions dated October 14, 1959.

We have been informed by the Forest Service that the special use permit for Bear Creek Road-Cascade Lakes Junction F.A.S. #253 has been forwarded to the Oregon State Highway Department. We should have the use permit in order to record the same with the Court Order making that section of F.A.S. #253 a county road. Will you search for the special use permit and forward it to us.

Very truly,

Al. H. May
County Engineer

AHM/hb
encl.

RECEIVED
OCT 1[illegible] 1959

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County & City Relations Division

Federal Aid Project No. S-14(11)

Name of Project Bear Creek Road-
Cascade Lakes Junction, FAS 253

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights of way or rights of entry for the above-referred to Federal Aid Project have been secured.

Dated at Roseburg, Oregon, this 16th day of October, 1959.

DOUGLAS County Court

V T Jackson
Judge

Commissioner

Commissioner

Copy to R/W
10/19/59

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

NOTED
C. C. [illegible]

NOTED
V. R. JONES

Salem, Oregon
October 19, 1959

Mr. C. H. Maison
OFFICE

Advance Deposit
Bear Creek Road-Cascade Lakes Junction
FAS 253, Douglas County

Attached is a Douglas County warrant in the amount of $19,670 representing the county's advance deposit for the subject-named project.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

RECEIVED
OCT 21 1959
FOR FILING

S 14(11)

5539

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 19, 1959

To: Mr. R. L. Porter
OFFICE

SUBJECT: Advance Deposit
Bear Creek Road-Cascade Lakes Junction
FAS 253, Douglas County

We have received this date a Douglas County deposit of $19,670 in connection with the subject named project upon which bids were received October 13. This project is now clear for awarding of a contract at the November 5-6 Highway Commission meeting.

John F. Hagemann
John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: G. S. Paxson ✓

OTED

ENGINEER

NOTED
Harold C. Ayers

October 14, 1959

Douglas County Court
Courthouse
Roseburg, Oregon

NOTED
V R [illegible]

Gentlemen:

On October 13 a satisfactory bid was received from the Access Construction-Oregon Limited company of Roseburg for construction of the Bear Creek Road-Cascade Lakes Junction Section of FAS 253. As per the agreement between county and state, the following advance deposit is required of the county prior to awarding of a contract:

510-1066

Bid Items	$62,796.00
Anticipated Additional Items	
Flagging and Signing	200.00
12½% Engineering and Contingencies	7,874.50
Estimated Total Cost-------------------	$70,870.50
County Advance Deposit	
20% of $64,000	$12,800.00
100% of all over $64,000	6,870.50
TOTAL DEPOSIT--------------------------	$19,670.50 or say $19,670

Rec'd 10/19/59

Please make this deposit by means of a check or warrant payable to the Oregon State Highway Commission in the amount of $19,670, forwarding same to this office. If the deposit and two signed copies of the enclosed right-of-way certificate are received prior to November 5, a contract will be awarded at the regular Highway Commission meeting on that date.

Card # 5539

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.
cc: Mr. Al H. May, Co. Engr.

RECEIVED
OCT 13 1959
FOR FILING

Salem, Oregon
October 12, 1959

Finance #277

Cooperative Construction Agreement
Douglas County

C. G. Swenson
County City Relations Engineer

Attached is a conformed copy of a cooperative construction agreement with Douglas County Court covering the Bear Creek Road-Cascade Lakes Junction Section of FAS 253 in Douglas County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Clerk of Douglas County.

Floyd Query, Secretary

jmc

Encl.

October 12, 1959

Mr. Chas. Doerner
County Clerk
Douglas County Courthouse
Roseburg, Oregon

Dear Mr. Doerner:

We are enclosing for your records and files a fully executed copy of a Cooperative Construction Agreement between the State Highway Commission and Douglas County Court covering the Bear Creek Road-Cascade Lakes Junction Section of FAS 253 in Douglas County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

Encl.

FORM E-30 50M 11-56 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 1, 1959

SUBJECT: FAS Project Agreement
Douglas County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Bear Creek Road-Cascade Lakes Junction Section of FAS 253 in Douglas County. Two copies of the agreement have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 4/16/59.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

1 copy [illegible]

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

(A)
2 COPIES TO
BE SIGNED

HIGHWAY COMMISSION
April 16, 1959 - pg. 27 - agenda item 4-l,
Lloyd Query
Secretary

DOUGLAS COUNTY ROAD DEPARTMENT
Room 219 Court House
ROSEBURG, OREGON

September 29, 1959

John F. Hagemann
Assistant County & City Relations Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sirs:

Enclosed are two copies of an agreement covering State and County cooperation in the construction of Bear Creek Road-Cascade Lakes Junction section of the North Umpqua Highway F.A.S. #259 and providing for an advance deposit by the county upon the determination of the low bid. Said agreement has been signed by the County Court and attested by the County Clerk as per your instructions dated September 25, 1959.

Very truly,

Al H. May

AHM/hb
encl.

Al. H. May
County Engineer

RECEIVED
SEP 1959
ENGINEER
CITY RELATIONS

NOTED
Harold C. Ayers

NOTED
[illegible]

September 29, 1959

NOTED
[illegible]

Douglas County Court
Courthouse
Roseburg, Oregon

Attention: Commissioner Metzger

NOTED
John F. Hagemann

Gentlemen:

Attached is a copy of the timber cruise made by the Forest Service in connection with the Cascade Lakes Junction-Bear Creek Road Section of FAS 253. This cruise is based on the clearing limits as designated by our division engineering personnel.

In accordance with our previous discussions of this matter, the county should make arrangements for direct payment to the Forest Service for this timber.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

FORM E-30 50M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 28, 1959

SUBJECT: Cascade Lakes Jct.-Bear Creek
Road Section
North Umpqua Highway

To:

Mr. C. G. Swenson
County and City Relations Engr.
Office

Attention: Mr. John F. Hagemann

Herewith two Autostat copies of a letter from John F. Putnam, Division Engineer, showing the amount of merchantable timber on above subject section. As you know, per my telephone conversation with Mr. Putnam, this is the amount of timber within clearing limits.

Tom Edwards
Construction Engineer

By D. J. Barbee

D. J. Barbee
Asst. Construction Engineer

VDW:law

Attachments

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
September 25, 1959

SUBJECT: Cascade Lakes Int.-Deer Cr.
Road Section
North Umpqua Highway

To: [illegible]
[illegible]

At the time of submitting the location estimate for subject project from this office, we did not have the amount of merchantable timber which would have to be removed. We are now in receipt of an estimate from the Forest Service which is as follows:

Species	Est. Board Feet	Price per M ft.
Douglas Fir and White Pine	73,000	$44.20
Hemlock and other species	6[illegible],000	$26.40

We would like, at this time, to recommend a different approach as to the handling of merchantable timber in Forest Service lands in that the contractor may have two alternates on which to base his bid. We are attaching a copy of the BPR's method for handling this matter and recommend that some consideration be given to trying it on the subject project.

J. F. Putnam

J. F. Putnam
Ass't Division Engineer

sc
Enc.

CONSTRUCTION DIVISION
RECEIVED
SEP 28 1959
NOTED-- ☐ ☑ ☐ ☐ ☐

Wolfe

NOTED
Harold C. Ayers

NOTED
C. G. SWANSON

NOTED
V. R. JONES

September 25, 1959

Douglas County Court
Courthouse
Roseburg, Oregon

NOTED
John F. Hagemann

Attention: Mr. E. R. Metzger

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Bear Creek Road-Cascade Lakes Junction Section of FAS 253 upon which bids will be received October 13.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $92,500; however, the low bid received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest, with seal, and return both signed copies of the agreement to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the county's records. The signed agreements should be mailed so as to arrive in Salem not later than October 9.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

NOTED
V. R. JONES

NOTED
C. G SWENSON

September 24, 1959

NOTED
Harold C. Ayers

Mr. Elmer R. Metzger
Douglas County Commissioner
Courthouse
Roseburg, Oregon

NOTED
John F. Hagemann

Dear Mr. Metzger:

I am sending you under separate cover four prints of a right-of-way map covering the Bear Creek-Cascade Lakes Junction Section of FAS 253 for which bids will be taken on October 13.

As per our previous conversation the County will use these maps in making application to the Forest Service for a use permit covering the right-of-way shown on the maps. The permit would provide for county payment to the Forest Service for the value of all timber within the clearing limits.

Please advise this office when the permit has been obtained.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

FORM E-30 35M 9-51 82316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 23, 1959

SUBJECT: File 30448
Bear Cr. Road-Cascade Lakes Jct.
North Umpqua County Road
U. S. Forest Service

To:

County and City Relations Dept.
State Highway Building
Salem, Oregon

Attention: John F. Hagemann

In accordance with our telephone conversation this morning, we are forwarding herewith ~~five~~ 4 prints of Map 8B-15-21 showing the Bear Creek Road-Cascade Lakes Junction Section of the North Umpqua County Road. We understand that Douglas County plans to apply to the Forest Service for a special use permit covering this right of way. If you should receive a copy of the County's permit, will you please give us a copy to complete our file?

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

WO:ls
Attach: ~~5~~ 4 prints of
8B-15-21

NOTED
[illegible]

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

Salem, Oregon
September 15, 1959

Cascade Lakes Jct-Bear Creek Rd Section
FAS 253, Douglas County

Mr. Tom Edwards
OFFICE

NOTED
John F. Hagemann

The field data for the subject named project has been examined and found to be consistent with the project as proposed by the county and approved by the Highway Commission.

Mr. Metzger, Douglas County Commissioner, has requested that bids be accepted on this project at the next letting if at all possible.

The paving will be omitted from this project and contracted at a later date in combination with a second section of this route which is presently being surveyed. The project as proposed for contracting at this time will include grading, draining, and placing of the 1"-0" material to be furnished by the Forest Service.

John F. Hagemann
Assistant County & City Relations Engineer

JFH [redacted]

cc: Frank Hall
V. G. O'Neil
Vic Wolfe

MEMO TO J. W. NASH
9/15/59

NOTED
Harold C. Ayers

FAS 253 DOUGLAS COUNTY

TERMINI: From FAS 855, westerly 1.6 miles.
(Cascade Lakes Junction-Bear Creek Road Section)

PROPOSED WORK: Grade, drain, and construct 2-lane low type surfacing.

NOTED
John F. Hagemann

PROJECT LENGTH: 1.60 miles.

COSTS	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION:	$90,000	$5~~4,000~~ 38,400	$18~~,000~~ 12,800	$1~~8,000~~ 38,800	(Co.)

EXISTING FACILITY
ROADWAY: 22'to 26' wide crushed rock wearing surface on 24' to 30' roadway. Substandard grade and alignment in vicinity of Lake Creek.

ADJACENT SECTIONS
WEST END: 22' crushed rock wearing surface on 26' roadway. To be reconstructed through 22' wide asphaltic concrete with 4' shoulders in 1960-1961 by Douglas County.
EAST END: Junction FAS 855.

PROJECT DATA: Grade and drain to an improved grade and alignment and construct a crushed rock wearing surface to a width sufficient to permit a finished roadway of a 22' wide asphaltic concrete pavement with 4' shoulders. County to construct pavement in 1960-1961.

ROW WIDTH: 200'.

MINIMUM DESIGN STANDARDS:	No exceptions.
ACCESS CONTROL:	None.
R.R. X'ING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
UNUSUAL OR COMPLICATED SITUATIONS:	None.

FAS 253 is the principal connecting road between the valley area in the vicinity of Roseburg and Central Oregon. It also serves one of the largest stands of merchantable timber in the United States.

(NOTE: Several previous projects.)

JFH:mm

PROPOSED PROJECT
DOUGLAS COUNTY

4-7-59

FAS 855 and 253 - Diamond Lake-North Umpqua Section, $369,000. This project extends from the Crater Lake-North State Highway at the southeast end of Diamond Lake northerly along the Cascade Lakes Forest Highway (FAS 855) to the junction with the North Umpqua Forest Highway (FAS 253) and, if funds permit, westerly along the North Umpqua Forest Highway. The northwesterly terminus of the project will be established on a dollar limitation. There will be a total of $400,000 available for the project with Douglas County furnishing the difference between $400,000 and available FAS funds.

The proposed project is to grade and place base material as required and construct a 22' wide asphaltic concrete pavement with 4' shoulders. The southerly 3 miles has an existing 24' wide bituminous wearing surface with 2' shoulders which investigation may determine is satisfactory, or would be satisfactory with an asphaltic concrete resurface. Pavement and shoulder width on this 3 mile section would then be adjusted accordingly.

The B.P.R. has made a survey on the section of road involved and will make the survey data available to the state.

The $369,000 of FAS funds shown above represents the presently estimated unprogrammed balance of FAS funds available to Douglas County. This amount may be adjusted as final costs for projects under contract become available.

Comm approved 4/16/59

59-c
(4/7/59)

S-429(1) Emigrant Cr. Br. on Dead Indian Rd. 1959

#5540

FAS [illegible] County [illegible] Contract No. [illegible]

Section [illegible]

Location [illegible]

[illegible] 175 [illegible]

59C174

59C175

OREGON STATE HIGHWAY DEPARTME

INVOICE

700

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6/19/61	co-684		515-1068-297

NOTED
V. R. JONES

INVOICE NUMBER

NOTED
C. G. SWENSON

Jackson County
Medford, Oregon
Attn: Co. Engineer, R. J. Carstenson

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Original Advance Deposit		$5,044.76	
Less amount previously transferred		4,044.76	$ 1,000.00
County share cost as per attached statement		$4,808.39	
Less amount previously transferred		4,044.76	763.63
To be retained			$ 236.37

[illegible]

RECEIVED
JUN 20 1961
ENGINEER
COUNTY & CITY RELATIONS

A 150 (REVISED 7-60)

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 15, 1961

Mr. Robert J. Carstensen
Jackson County Engineer
Courthouse
Medford, Oregon

Dear Mr. Carstensen:

This is to advise you that construction of the Ruch-Little Applegate River Section has been awarded to the Rogue River Paving Company under Contract No. 5936.

File

Final costs are now available for the Emigrant Creek Bridge on FAS 277, covered by agreement dated October 9, 1959, and on the Sams Valley-Modoc Road Section of FAS 273, covered by agreement dated March 22, 1960. In accordance with these agreements and as shown in the attached cost statements, a refund of $236.37 is due the County on the Emigrant Creek Bridge and $847.96 is due on the Sams Valley-Modoc Road Section.

These refunds, totaling $1,084.33, have been retained and added to your check for $13,015.67 to be used as the advance deposit on the Ruch-Little Applegate River project.

Enclosed are a copy of the contract for your files and also another set of plans. If you should need additional plans or specifications, please advise and they will be furnished promptly.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Verne R. Jones
County & City Relations Field Engineer

VRJ:mm
Att.

RECEIVED
JAN - 3 1961
FOR FILING
L-429 (1)
3540

December 30, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

You are hereby notified that a post-final payment will be made to Merlin R. Stam on contract #5540 for construction of the Emigrant Creek Bridge on the Dead Indian Road (FAS 277) in Jackson County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $23,191.94, including the post-final payment of $13.84. There was no force account work performed in connection with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Mr. Merlin R. Stam
1974 Pierce Street
Eugene
Oregon

RECEIVED
NOV 21 1960
FOR FILING
5 429 (1)

5540

November 18, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway contract #5540 for construction of the Emigrant Creek Bridge on Dead Indian Road (FAS 277) in Jackson County was completed by the contractor, Merlin R. Stam, on July 1, 1960, and was formally accepted by the Highway Commission on August 18, 1960.

Final payment in the amount of $705.04 will be released to the contractor on or after November 28, 1960. The total contract amount is $23,178.10, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Merlin R. Stam
1974 Pierce Street
Eugene
Oregon

A

RECEIVED
JUL 26 1960
FOR FILING

L [illegible]

5540

July 25, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

It is the intention of the State Highway Commission to release to Merlin R. Stam a portion of the funds heretofore retained by the Commission on contract #5540 for construction of the Emigrant Creek Bridge on the Dead Indian Road (FAS 277) in Jackson County.

This payment, in the amount of $1,762.21, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $695.04. The present payment will be released on or after August 4, 1960.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

[illegible] 5540 12-30-59 A

RECEIVED
1959
FOR FILING

Monthly Transaction No. 1-14	For -2 (9- 1) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
Project Report No. S-429(1)	**FEDERAL-AID PROJECT AGREEMENT**	County **Jackson**
		Project No. **S-429(1)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

5540

Project termini

Emigrant Creek Bridge (approximately 1 mile north Jct. FA 15)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	4-17-59	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 25,443	$ 15,500

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ **C. G. Polk**
Division Engineer

By:
R. C. Wright
Administrative Manager

Date executed by Division Engineer **December 30, 1959**

USComm-DC 40257

December 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Emigrant Creek Bridge, Project No. S-429(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

RLC:am

November 20, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Emigrant Creek Bridge, Project No. S-429(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-429(1)

EMIGRANT CREEK BRIDGE ON THE
DEAD INDIAN ROAD IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 20, 1939

Type Code X021
Emigrant Creek Bridge (Sta. 11+38 to Sta. 12+58)(Contract No. 5540)

Structural Excavation	150 cu. yds.	$10.00	$ 1,500.00
Class "A" Concrete (228 cu. yds.)	All Required		14,480.00
Metal Reinforcement (57,100 lbs.)	All Required		7,000.00
8-inch Metal Drain Pipe	15 lin. ft.	10.00	150.00
	Subtotal		$23,130.00
	10% Engr. & Cont.		2,313.00
	Total		$25,443.00

Length of Structure - - - - 0.023 Mile

Federal Funds -	$15,500.00
State Funds -	4,971.50
County Funds- -	4,971.50
	$25,443.00

State Funds for Const.:	Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
Funds for Maint.	Chap. 529, Laws 1939.

Note: Necessary funds have been deposited by Jackson County with the Highway Department.

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

A

RECEIVED
DEC - 9 1959
FOR FILING

S 429(1)

5540

December 9, 1959

Mr. Merlin R. Stam
1974 Pierce St.,
Eugene, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5540, awarded November 5, 1959, for construction of the Emigrant Creek Bridge on the Emigrant Creek Section of Dead Indian Road (FAS 277) in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

RECEIVED
NOV -5 1959
FOR FILING

[illegible]

5540

November 5, 1959

Merlin R. Stam
1974 Pierce Street
Eugene, Oregon

Dear Mr. Stam:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5540 for construction of the Emigrant Creek Bridge on Dead Indian Road in Jackson County.

This award was based on your bid of $23,130.00 which was the low bid submitted to the Commission on October 13, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
L. D. Merchant

Form A-150—5M—6-59

NOTED
Harold C. Ayers

RECEIVED
OCT 2 1959

INVOICE

Oregon State Highway Department

SALEM, OREGON

Invoice No. 62505

Date October 21, 1959

Your Req. No.

Billing Request No. cc 523

Credit Distribution: 515-1060-297

Jackson County
Medford
Oregon

Attn: Paul Rynning, County Engineer

NOTED
V. R. JONES

Advance Deposit	$5,044.76
Partial transfer county's share total cost Emigrant Creek Bridge, FAS 277, covered by agreement datedOctober, 1959.	4,044.76
To be retained	$1,000.00

State Printing 21:27

ACKNOWLEDGMENT OF BILLING REQUE

Cash Received with Request: $________________

By

NOTED
Harold C. Ayers

[redacted]

NOTED
C. C [illegible]

October 20, 1959

NOTED
V. R. JONES

Mr. Paul B. Rynning
Jackson County Engineer
Courthouse
Medford, Oregon

NOTED
John F. Hagemann

Dear Mr. Rynning:

This is to acknowledge receipt of a warrant for $2,400 which, when added to refunds due the county, makes a total deposit of $5,198.81 in connection with the Emigrant Creek Bridge Section of FAS 277. A contract for this bridge will be awarded at the regular Highway Commission meeting on November 5-6 and a copy of the contract will be forwarded as soon as available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County and City Relations Engineer

JFH:mm

NOTED
Harold C. Ayers

NOTED
[illegible]

Salem, Oregon
October 20, 1959

Emigrant Creek Bridge
FAS 277, Jackson County

Mr. Ivan Merchant
OFFICE

NOTED
V. R. JONES

NOTED
John F. Hagemann

We have received this date Jackson County's deposit for the subject named project upon which bids were taken October 13. This project is now clear for awarding of a contract at the November 5-6 Highway Commission meeting.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: G. S. Paxson

NOTED
Harold C. Ayers

NOTED
[illegible]

Salem, Oregon
October 20, 1959

Mr. C. H. Maison
OFFICE

Emigrant Creek Bridge
FAS 277, Jackson County

NOTED
V. R. JONES

NOTED
John F. Hagemann

Enclosed is a warrant in the amount of $2,400 representing Jackson County's cash deposit in connection with the subject named project.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

PAUL B. RYNNING
ENGINEER AND SURVEYOR
REG. ENGINEER NO. 798
MEMBER A. A. E.
MEMBER P. E. O.

C. Z. BOYDEN
DEPUTY SURVEYOR
REG. SURVEYOR NO. 7
MEMBER A. A. E.

OFFICE OF ENGINEER
JACKSON COUNTY
MEDFORD, OREGON

October 19, 1959

Mr. John F. Hagemann
Ass't. County & City Relations Engr.
State Highway Department
State of Oregon
Salem, Oregon

Dear Sir:

Enclosed find county warrant No. 6813, in the amount of $2,400.00, covering Jackson County's advance share of Emigrant Bridge construction, FAS Project No. 277.

Very truly yours,

Paul B Rynning
Paul B. Rynning
County Engineer

PBR:ib
Encl. Warrant

NOTED
Harold C. Ayers

October 14, 1959

Mr. Paul Rynning
Jackson County Engineer
Courthouse
Medford, Oregon

NOTED

Dear Mr. Rynning:

On October 13 a satisfactory bid was received from Merlin R. Stam of Eugene for constructing the Emigrant Creek Bridge on FAS 277. As per the agreement between county and state, the following advance deposit is required prior to awarding of a contract:

Bid Items		$ 23,130.00
12½% Engineering & Contingencies		2,891.25
Estimated Total Cost		$ 26,021.25
County Advance Deposit		
20% of Estimated Total Cost		$ 5,204.25
Less Refunds Due County:		
FAS 274, Ross Lane-Jacksonville	$ 144.76	
FAS 273, Bybee Br.-Gregory Rd.	2,654.05	2,798.81
CASH DEPOSIT REQUIRED		$ 2,405.44 or say $2,400

5198.81 total dep.

515-1068

Please make this deposit by means of a check or warrant in the amount of $2,400 payable to the Oregon State Highway Commission, forwarding same to this office. If this deposit is received prior to November 5, a contract will be awarded at the regular Highway Commission meeting on that date.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

Rec'd 10/20/59
Cert # 5540

JFH:mm

PAUL B. RYNNING
ENGINEER AND SURVEYOR
REG. ENGINEER NO. 798
MEMBER A. A. E.
MEMBER P. E. O.

C. Z. BOYDEN
DEPUTY SURVEYOR
REG. SURVEYOR NO. 7
MEMBER A. A. E.

OFFICE OF ENGINEER
JACKSON COUNTY
MEDFORD, OREGON

October 1, 1959

NOTED
John F. Hagemann

NOTED
Harold C. Ayers

W. C. Williams
State Highway Engineer
State of Oregon
Salem, Oregon

Attention: John F. Hagemann
Ass't. City & County Relations Engr.

Gentlemen:

This is in reply to your letter of September 30th informing me that a refund of $144.76 is due from the Ross Lane-Jacksonville Section of FAS 274.

The County Court wishes this amount to be added to what credit we now have, and apply it on the Emigrant Creek Bridge. (Fas 277)

Very truly yours,

Paul B Rynning
Paul B. Rynning
County Engineer

PBR:ib

RECEIVED
OCT 2 1959
ENGINEER
COUNTY & CITY RELATIONS

OFFICE OF THE
ENGINEER AND SURVEYOR

PAUL B. RYNNING
REGISTERED ENGINEER 799

JACKSON COUNTY COURT HOUSE
MEDFORD, OREGON

July 20, 1959

NOTED
V. R. JONES

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Attention: John F. Hagemann
Ass't. County & City Relations Engr.

Gentlemen:

In answer to your letter of July 16th informing us that Jackson County has a refund due of $2,654.05 as a balance on FAS 273, wish to confirm my telephone conversation that the County would like to have this amount retained by you, and applied towards the advance deposit for the construction of the Emigrant Creek bridge. (FAS 277)

DS- [illegible]

Very truly yours,

Paul B Rynning
Paul B. Rynning
County Engineer

PBR:ib

RECEIVED
JUL 21 1959

RECEIVED
OCT 12 1959
FOR FILING

Salem, Oregon
October 9, 1959

Finance #274

Cooperative Construction Agreement

G. G. Swenson
City County Relations Engineer

Attached is a conformed copy of a cooperative construction agreement with Jackson County Court covering the Emigrant Creek Bridge Project on FAS 277 in Jackson County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Clerk of Jackson County.

Floyd Query, Secretary

jmc

Encl.

October 9, 1959

Mr. E. Marvin Madden
County Clerk
Jackson County
Courthouse
Medford, Oregon

Dear Mr. Madden:

We are enclosing for your records and files a fully executed copy of a Cooperative Construction Agreement between the State Highway Commission and Jackson County Court covering the Emigrant Creek Bridge Project on FAS 277 in Jackson County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

Encl.

FORM E-20 50M 11-56 15690

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 29, 1959

SUBJECT: FAS Project Agreement
Jackson County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Emigrant Creek Bridge project on FAS 277 in Jackson County. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved April 23, 1959.

John D. Graham
Office Engineer, County & City Relations

JDG:mm
Att.

COPY FOR MR. (A)
from Floyd Query, Secretary

2 COPIES TO
BE SIGNED

RECOMMENDED FOR APPROVAL
Assistant State Highway Engineer

A[illegible] HIGHWAY CO[illegible]
DATE April 16, 1959, Page 26, Para. 3
Floyd Query
Secretary

NOTED
C. C. [illegible]

NOTED
[illegible]

NOTED
Harold C. Ayers

September 24, 1959

Mr. Paul Rynning
Jackson County Engineer
Courthouse
Medford, Oregon

NOTED
John F. Hagemann

Dear Mr. Rynning:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Emigrant Creek Bridge on FAS 277 upon which bids will be received October 13.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $28,200; however, the low bid received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please have the County Court sign, the county clerk attest, with seal, and return both signed copies to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the county's records. The signed agreements should be mailed so as to arrive in Salem not later than October 9.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

NOTED
Harold C. Ayers

April 17, 1959

Mr. Paul B. Rynning
Jackson County Engineer — FAS [illegible]
Courthouse
Medford, Oregon

Dear Mr. Rynning:

On April 16 the Highway Commission approved the County FAS project as described in the attached tabulation which is believed to conform with your request.

Our Bridge Division will start the bridge design as soon as possible.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

Att: 59-c

NOTED
JOHN D. GRAHAM

PROPOSED PROJECT
JACKSON COUNTY

FAS 277 - Emigrant Creek Bridge, $40,000. This bridge is over Emigrant Creek located approximately one mile northeast of the junction of FAS 277 with the Green Springs Highway (FAP Route 15).

The proposed project is to construct a R.C.D.G. bridge having a horizontal clearance of 26'. The county engineer has requested that the center span have a minimum length of 40' at right angles to the stream flow and that the structure be designed for an H-20, S-16 loading. The FAS project will be for the structure only. Jackson County will construct road approaches as required and remove the existing bridge.

This structure will be on a revised location in accordance with the vicinity map furnished by Jackson County.

Funds in addition to the $40,000 programmed above are available if required.

59-c
3/20/59

NOTED
C. G. SWENSON

MEMO TO J. W. NASH
3/27/59

FAS 277, JACKSON COUNTY ✓

TERMINI: Bridge over Emigrant Creek approximately one mile northeast of the junction of FAS 277 and FAP Route 15 (Emigrant Creek Bridge).

PROPOSED WORK: One concrete bridge 120' in length.

PROJECT LENGTH: 0.02 mile.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION	$35,000	$21,000	$7,000	$7,000 (Co.)

EXISTING FACILITY: One 12', one 19', one 20', and one 19' timber spans, H.C. 23', deteriorated condition. Existing road at bridge site has poor horizontal alignment.

ADJACENT SECTIONS: 22' wide bituminous pavement with 4' shoulders to be constructed by Jackson County.

PROJECT DATA: Construct a R.C.D.G. bridge 120' in length, H.C. 26', on an improved grade and alignment. Required roadwork is to be constructed by Jackson County to approved highway standards without federal cooperation.

ROW WIDTH:	60' minimum
MINIMUM DESIGN STANDARDS:	No exceptions
ACCESS CONTROL:	None
RR XING:	None
SYSTEM ACTION:	None required
PUBLIC HEARING:	None required
UNUSUAL OR COMPLICATED SITUATIONS	None

FAS 277 serves a few large farms raising cattle and feed; however, its main service is as a log haul route from large merchantable timber stands in eastern Jackson County. Part of the route is a mail and school bus route.

JFH:mm

N ED
Harold [illegible]

NOTED
C. G. SWENSON

Salem, Oregon
March 20, 1959

Proposed County FAS Project
FAS 277, Jackson County

Mr. Ivan Merchant
OFFICE

NOTED
John F. Hagemann

NOTED
V. R. JONES

Attached are four copies of a tabulation describing the Emigrant Creek Bridge on FAS 277 proposed by Jackson County for construction with available FAS funds.

Also enclosed are three prints of a vicinity map submitted by Mr. Rynning, County Engineer, together with Mr. Rynning's letter of transmittal.

This project will be presented to the Highway Commission for approval at its April 16-17 meeting.

Apparently no further survey work will be required.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

cc: Tom Edwards
Vic Wolfe
Frank Morgan, Division III

OFFICE OF THE
ENGINEER AND SURVEYOR

PAUL B. RYNNING
REGISTERED ENGINEER 798

JACKSON COUNTY COURT HOUSE
MEDFORD, OREGON

NOTED
[illegible]

March 18, 1959

RECEIVED
MAR 18 1959
[illegible]

Mr. John F. Hagemann
Asst. County & City Relations Engineer
State Highway Department
State of Oregon
Salem, Oregon

Dear Mr. Hagemann:

Per your telephone conversation yesterday, I am, herewith, enclosing two (2) more prints of the vicinity map for proposed Jackson County Bridge No. 37 on FAS 277.

Very truly yours,

Paul B Rynning

Paul B. Rynning
County Engineer

PBR:ib
Encls.

PAUL B. RYNNING
ENGINEER AND SURVEYOR
REG. ENGINEER NO. 768
MEMBER A. A. E.
MEMBER P. E. O.

C. Z. BOYDEN
DEPUTY SURVEYOR
REG. SURVEYOR NO. 7
MEMBER A. A. E.

OFFICE OF ENGINEER
JACKSON COUNTY
MEDFORD, OREGON

March 11, 1959

RECEIVED
MAR 1 1959
ENGINE
COUNTY & CITY R

W. C. Williams
State Highway Engineer
State Highway Department
State of Oregon
Salem, Oregon

Attention: John F. Hagemann
Ass't. County & City Relations Engineer

Gentlemen:

Enclosed find two prints of the vicinity map for proposed bridge on the Dead Indian Road, FAS No. 277, over Emigrant Creek in Section 12, Township 39 South, Range 1 East, to replace County Bridge No. 37.

The County Court would like to have this project financed with FAS funds and for construction this season.

The roadway is to be 26 feet, loading - H20-S16. Because of drift, I recommend that the minimum span of 40 feet at right angles to stream flow be used. Other than that recommendation I will leave it to the Bridge Department to design the most economical structure.

County forces will construct all approaches and pavement.

Very truly yours,

Paul B Rynning
Paul B. Rynning
County Engineer

PBR:ib
Encls.

PAUL B. RYNNING
ENGINEER AND SURVEYOR
REG. ENGINEER NO. 788
MEMBER A. A. E.
MEMBER P. E. O.

C. Z. BOYDEN
DEPUTY SURVEYOR
REG. SURVEYOR NO. 7
MEMBER A. A. E.

OFFICE OF ENGINEER
JACKSON COUNTY
MEDFORD, OREGON

NOTED

RECEIVED
FEB [illegible] 1959

February 18, 1959

Mr. W. C. Williams
State Highway Engineer
State Highway Department
State of Oregon
Salem, Oregon

Attention: Mr. John F. Hagemann
Asst. County & City Relations Engineer

Gentlemen:

In regard to the Table Rock project, we have not yet obtained the necessary rights-of-ways which we desire, and I do not know whether we will be able to get it into this year's work. It may be that we can get everything settled, and the necessary work to be done by the County, before next season's construction period. It may be, also, that we can include a half mile section of the road due east of Central Point. This oil surfacing is also checking and needs a new pavement. The sub grade is in very good condition.

For other future jobs, the Applegate Road, from Ruch south to the junction with the Little Applegate Road, will be in need of widening and new pavement. Another stretch on the same Applegate Road through Section 33, Township 39 South, Range 3 West, should also be reconstructed. This last section is narrow and crooked and should be straightened out.

FAS 559
entered 5-13-[illegible]

We also have a bridge on the Dead Indian Road, across Emigrant Creek, in Section 12, Township 39 South, Range 1 East. This should be a reinforced concrete girder type bridge. It may be that if we do not get the Table Rock straightened out before long, this last bridge project might be a good one to start, providing the Bridge Department can get out the plans in time to have the bridge completed before next winter. I have made some preliminary studies of this bridge project, and it would not take me too long to get out a vicinity map for your Bridge Department.

FAS [illegible]
[illegible]

Very truly yours,

Paul B. Rynning

Paul B. Rynning
County Engineer

PBR:ib

S-333(2) E. Unit, Adel-Blizzard Gap 1959
Sec. of Adel-Nevada St.
#5541 Line Rd. (Grad.)

FAS 699
Lake Co.

FORM B-123X 30M 7-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

NOTED
RICHARD UNREIN

NOTED
P. B. Arensmeier

NOTED
H. S. COX

NOTED
R. H. PRANGE

Contract 5541
[illegible]

March [illegible], 1966

The Honorable C. W. Ogle
Lake County Judge
County Courthouse
513 Center Street
Lakeview, Oregon

Dear Judge Ogle:

Re: Contract No. ~~[illegible]~~ 5541
[illegible]
[illegible] Highway

The State Highway Commission, acting on Mr. Cooper's recommendation, approved payment of the entire judgment of $67,500 (plus interest and court costs) handed down by the Court in favor of the contractors on this project out of State Highway funds.

They appreciate your offer to pay $61,000 out of current and future FAS funds. However, it was their opinion that Lake County should not be penalized at the benefit of all advocates of the Winnemucca-to-[illegible]

Very truly yours,

Forrest Cooper
State Highway Engineer

By [illegible]

F. B. [illegible]
Assistant State Highway Engineer

FBK:srb

cc: Forrest Cooper
R. L. Porter
Victor D. Wolfe
G. E. Rohde
C. H. Maison
F. D. Morgan
H. S. Cox
J. F. Putnam

RECEIVED
MAR 11 1966
ENGINEER
COUNTY & CITY DIVISION

NOTED
DON HARWELL

Fas 694
Lake Co

FORM E-30 80M 10-65 SP*23401-734

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

NOTED
H. S. COX

Salem, Oregon 97310
March 4, 1966

SUBJECT: NOA Item, March 8 Meeting
Contract No. ~~5941~~ 5541
Adel-Blizzard Gap Section
Adel-Nevada State Line Highway

To: Mr. Forrest Cooper
State Highway Engineer
OFFICE

NOTED
R. H. PRANGE

NOTED
P. B. Arensmeier

NOTED
RICHARD UNREIN

Judge Hicks handed down a verdict for the plaintiff, Miller and Hutchins, in the amount of $67,500. This is mostly to compensate the contractor for his alleged losses incurred when he was required to grade this project without sprinkling water.

You will recall that almost two times the quantities of water specified were used when the contractors' elected water hole went dry. He quoted a price of about $12 per thousand gallons for more water under a price agreement basis, and we told him to build the remainder of the road without water. At the end of the job we again allowed water on a force account basis. Our records show that this water cost $7.35.

Our legal staff and the Lake County District Attorney have studied the verdict carefully and determined that an appeal is not indicated.

Lake County is a party to the contract by the terms of an agreement between it and the State. When we undertook this contract, it was as a FAS County project, with the County agreeing to pay all costs over a specified sum. Since the contract itself exceeded this specified sum, the County is legally liable for the entire judgment.

Subsequent to the project, this road was traded to the State by the County for the Adel-Plush Road.

The County reluctantly has agreed to substantially live up to their contract by assigning future FAS funds to the State. This, however, does the State very little good, while imposing a severe hardship on the County. One last point: the judgment has been paid in the total amount of $68,470.72.

NOTED
DON HARWELL

NOTED
V R [illegible]

F B Klaboe
F. B. Klaboe
Assistant State Highway Engineer

RECEIVED
MAR 4 - 1966
ENGINEER
COUNTY & CITY DIVISION

cc: R. L. Porter
Tom Edwards
C. H. Maison
F. D. Morgan
H. S. Cox

FBK:srb

RECEIVED
MAR 1 - 1966

FOR FILING

3-3-66

OREGON STATE HIGHWAY DEPARTMENT

TO: Files	
SUBJECT: $61,000 Settlement, FAS 699, Lake County Warner Hwy. (Winnemucca-to-the-Sea)	**FROM:** R.H. Prange
DATE: 3-3-66	

-11a

Upon instructions from F. Klaboe, I called C.W. Ogle, Lake County Judge, and informed him that Mr. Cooper will take the above matter to the Highway Commission, (probably at the March 8 meeting) in order to come up with a more equitable solution in favor of the County. The county will be informed concerning whatever is approved by the Commission.

C.C. Klaboe
Maison
Young

RHPrange
(SIGNATURE)

PLEASE REPLY HERE

NOTED
F. B. KLABOE

RECEIVED
[illegible]

CC: ______ ______ (SIGNATURE) ______ (DATE)

1. SENDER SHOULD DETACH SHEET NO. 4 AND HOLD UNTIL REPLY IS RECEIVED, LEAVING 1ST 2 CARBONS INTACT.
2. ADDRESSEE SHOULD REPLY, DETACHING SHEETS, RETAINING SHEET NO. 1 AND RETURNING SHEET NO. 3 TO SENDER.
3. SHEET NO. 2 MAY BE USED AS INFORMATIONAL CARBON COPY OR DESTROYED.

2

RECEIVED
MAR 3 - 1966
ENGINEER
COUNTY & CITY DIVISION

BEFORE THE COUNTY COURT OF LAKE COUNTY, STATE OF OREGON

In the Matter of the
WINNEMUCCA-TO-THE-SEA HIGHWAY.

ORDER

It appearing to the court that Miller and Hutchins Contractors, Inc., in the Circuit Court of the State of Oregon for Marion County, has recovered judgment against the State of Oregon, by and through its State Highway Commission, in the sum of $67,500.00, plus costs amounting to $316.06, for the construction to grade of that part of the subject highway designated as the Adel-Blizzard Gap Section of FAS 699 in Lake County; and

It appearing to the court that the balance due from Lake County to the State of Oregon for said construction is the sum of $9,368.28; and

It appearing to the court that, under the terms of the standard FAS contract entered into between Lake County and the State of Oregon dated the 27th day of October, 1959, Lake County may be liable for the payment in its entirety of said balance due, judgment and costs, making a total sum of $77,184.34; and

It appearing to the court that the State of Oregon, by and through its State Highway Commission, has offered to accept in settlement of Lake County's obligation under said contract the sum of $61,000.00; and

It further appearing to the court that it would be to the best interests of Lake County to accept said compromise and settlement;

NOW, THEREFORE, IT IS HEREBY ORDERED that Lake County, Oregon, pay to the State of Oregon, by and through its State

CHICK CHALOUPKA
ATTORNEY AT LAW
LAKEVIEW, OREGON

Highway Commission, the sum of $61,000.00, payable as follows: $13,000.00 to be allocated from FAS funds for the fiscal year 1966-67 and the sum of $16,000.00 from FAS funds for the next three fiscal years thereafter, making a total payment of the sum of $61,000.00.

Dated this 2nd day of March, 1966.

C.W. Cole
County Judge

Commissioner

Commissioner

Attest:

County Clerk

FAS #699
Lake County

District Attorney
of Lake County
Oregon

CHICK CHALOUPKA
ATTORNEY AT LAW
P. O. Box 230
LAKEVIEW, OREGON 97630

Telephone:
Whitehall 7-2221

February 11, 1966

Mr. H. S. Cox
County and City Relations
State Highway Department
Salem, Oregon

NOTED
P. B. Arensmeier

NOTED
RICHARD UNREIN

NOTED
R. H. FRANCE

NOTED
ON HARWELL

Dear Mr. Cox:

This letter is written on behalf of the Lake County Court concerning the balance due on the Winnemucca Road and the judgment entered in behalf of Miller and Hutchins.

The court has instructed me to inform you that they are willing to accept your offer in settlement in the sum of $61,000.00 and propose to make payment as follows: $13,000.00 to be allocated from F.A.S. funds for fiscal 1966-67 and the sum of $16,000.00 from the next three fiscal years thereafter, making a total payment in the sum of $61,000.00. At the next meeting of the court on March 2, an order in accordance with the foregoing will be entered.

We trust that this will be sufficient to serve your purposes.

Kindest personal regards.

Yours very truly,

Chick Chaloupka
District Attorney of Lake County

NOTED
W. R. JONES

CC:jc

NOTED
[illegible]

RECEIVED
FEB 14 1966
ENGINEER
COUNTY & CITY DIVISION

cc: Klaboe, Maison, Rohde,
Young, Edwards, Patterson
Putnam, Query

FAS 699

OREGON STATE HIGHWAY DEPARTMENT

TO: Mr. Fred Klabee. 2-3-66

SUBJECT: Miller & Hitchins vs. State of Oregon.

FROM: H.S. Cox. [illegible]

DATE: 2-7-66

Called Judge Ogle this date and inquired as to thier decision regarding proposal to pay 80% of Judgment from FAS Federal Funds.

Judge Ogle states that Court discussed this "somewhat" but came to No decisions.

I again asked that Lake County Court make a decision and advise this office.

NOTED
H. S. COX

NOTED
P. B. Aronsmeier

NOTED
RICHARD UNREIN

NOTED
R. H. PRANCE

NOTED
DON HARWELL

H S Cox
(SIGNATURE)

PLEASE REPLY HERE

NOTED
V R JONES

CC: ______ ______ (SIGNATURE) ______ (DATE)

1. SENDER SHOULD DETACH SHEET NO. 4 AND HOLD UNTIL REPLY IS RECEIVED, LEAVING 1st 2 CARBONS INTACT.
2. ADDRESSEE SHOULD REPLY, DETACHING SHEETS, RETAINING SHEET NO. 1 AND RETURNING SHEET NO. 3 TO SENDER.
3. SHEET NO. 2 MAY BE USED AS INFORMATIONAL CARBON COPY OR DESTROYED.

2

RECEIVED
FEB 3 - 1966
FOR FILING
5-333(2)
5541

Salem, Oregon 97310
February 3, 1966

Mr. H. S. Cox
County-City Engineer
BUILDING

Miller and Hutchins
vs.
State of Oregon
Case No. 51631
File L-3863

Please bring me up to date on Lake County's answer to your inquiry on this matter. Interest is mounting up.

F. B. Klaboe
Assistant State Highway Engineer

FBK:erb

cc: Mr. Victor D. Wolfe

RECEIVED
JAN 28 1966

FOR FILING
S-833 (2)
5541

Cooper

MEMO TO FILES
January 24, 1966

FAS 699, Lake County

Tuesday, January 18, I met with Judge Ogle and Chick Chaloupka to discuss money owed by County to the State by virtue of job overrun of $9,368 (East Unit, Adel-Blizzard Gap Section) and judgment of $67,500 from Hutchins & Miller versus Lake County and State of Oregon.

There was some preliminary sparring around wherein I explained that the job had overrun $9,368 which would be fully documented in their final job billing and that this amount should be added to the judgment for a total of $76,868 or say $77,000 because plaintiff's costs and disbursements had not as yet been added and, in fact, I didn't know how much they would be.

I then suggested that the County settle with the State by turning over to State 80% of $77,000 or, in round figures, $61,000. My suggestion was that the $61,000 could be all Federal funds that would be deducted from their yearly allotments if they did not wish to put up cold cash.

It seemed to be the opinion of Judge Ogle and Mr. Chaloupka that the County should proceed with this year's program on the Plush Road (Fish Lake-Drake Creek Section, FAS 807) as planned because their people had been promised this job and were expecting the County to produce. I agreed that this was certainly reasonable.

The Judge then expressed some concern about all of their Federal funds being taken until the total of $61,000 were repaid. I countered by suggesting that they place a yearly limit which the State could take (say $30,000 per year). I then told the Judge and Mr. Chaloupka that the department and Highway Commission would have to approve any proposal that they might make.

It is my belief that Lake County by letter will soon offer to turn over to the State $61,000 in Federal funds with stipulations that the current project on FAS 807 be completed this year and, further, that yearly deductions thereafter be limited to, say, $30,000 per year until the full amount is paid. (Lake County receives approximately $36,500 Federal funds per year.)

H. S. Cox
County and City Engineer

HSC:mm

cc: F. B. Klaboe
J.P. ~~H. H.~~ Patterson
J. F. Putnam

RECEIVED
JAN 2
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

NOTED

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS DATE: January 17, 1966

County Lake Contract No. 5541 Date Completed Sept. 8, 1960

FAS 699 Section East Unit, Adel-Blizzard Gap

PAYMENTS TO CONTRACTOR

Item	Total Cost
Payments to contractor as per attached statement	$307,175.79
Credit for extra pipe	- 384.97
Construction Engineering	35,902.04
TOTAL CONSTRUCTION COST	$342,692.86
FEDERAL FUNDS COLLECTED	$155,400.00
AGREED COUNTY SHARE CONSTRUCTION COST:	
100% of difference between $342,692.86 and $259,000.00 $342,692.86 - $259,000.00 =	$ 83,692.86
50% of difference between $259,000.00 and $155,400.00 ($259,000.00 - $155,400.00) X 1/2 =	51,800.00
COUNTY SHARE CONSTRUCTION COST	$135,492.86
County Advance Deposit	126,124.58
BALANCE DUE STATE.............	$ 9,368.28

Reference: Billing Form ___________

VRJ:mm

RECEIVED
JAN 13 1966

S-333 (2)

Form [illegible]
(11-63)
(Pres. by
A.O. 206-10)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street NE.
Salem, Oregon 97301

TO 5541 : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: January 10, 1966

In reply refer to: 08-35.5

FROM : A. W. Parsons, Division Engineer
Salem, Oregon

Parsons

SUBJECT: Oregon Project S-333(2)
East Unit Adel - Blizzard Gap Section

Reference is made to Mr. Young's letter of January 5, 1966, wherein a copy of a judgment against the State was furnished and your request that the project be reopened in order to submit a post-final voucher covering the Federal share of the judgment, based on the contractor's claim.

We will reopen the project upon receipt of your post-final voucher and request for project reopening. We shall require assurance, however, that the State will not or cannot appeal the case.

As a general rule, we would prefer that projects on the ABC system not be reopened in the event of an adverse judgment arising from a contractor's claim, since you are now able to utilize the entire Federal-aid apportionment by programming additional projects.

1-12-66
Cox to talk to County Court in near future

orig
REFERRED TO
Young
By Asst. State Hwy. Engr.

copies to
Cox
Maison
1-12-66

BUY U.S. SAVINGS BONDS REGULARLY ON THE PAYROLL SAVINGS PLAN

FORM E-125X 50M 7-65

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED

S-333(2)

5541

[illegible]

~~1-10~~
1-17

January 5, 1966

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

NOTED
F. B. KLABOE

Dear Sir:

We are forwarding two copies of Judgment Order in connection with the E. Unit, Adel-Blizzard Gap Section, Project No. S-333(2).

This judgment is in favor of the plaintiff, Miller and Hutchins Contractors, Inc., in the amount of $67,500 plus the plaintiff's costs and disbursements in this action incurred, taxed and allowed. Although we had been notified of intent to file a claim on March 31, 1961, we still submitted our final voucher for the project. We receive many of these notices which in reality never materialize. Our policy in the past was to submit a semifinal voucher and when no claim was submitted, final out the project. This procedure was extra work and difficult to police so we discontinued the policy as not essential. We are now making a statement in the final voucher submission that there is a claim pending, in this case it was inadvertently omitted. This statement accomplishes nothing except to inform you that there is a claim pending.

This being a Secondary Road Plan Project, it isn't clear as to the necessity of receiving your approval to reopen the project and claim the amount paid under this judgment. It is our intention to submit a post-final voucher to reopen the project and claim the amount of the judgment order, consequently we desire your approval of the judgment for Federal Aid participation.

1-17-66
[illegible]

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RECEIVED
JAN 5 1966
OFFICE OF
STATE HIGHWAY ENGINEER

cc: Mr. F. B. Klaboe
Mr. C. H. Maison
Mr. F. D. Morgan
Mr. R. N. Chase

FAS 699, Lake County
December 29, 1965
STATESMAN, Salem

Statesman
Salem......12-29

Contractor Wins Damage Claim

A contractor has been awarded $67,500 damages from the State Highway Commission by Marion County Circuit Judge Loren Hicks in connection with a 1960 highway construction job in Lake County.

Miller & Hutchins Contractors, Inc., had sought $163,381 which it claimed it lost because the state failed to provide water for a construction job on the Adel-Nevada Line Highway. Hicks ruled Monday the state was responsible for part of the loss, but the company was at fault for some of the loss.

RECEIVED
JAN 3 - 1965
FOR FILING

FORM E-30X—20M—1-65 SP*19102-734

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 29, 1965

To: Mr. Carl M. Williams
Assistant Division Engineer
State Highway Department
P. O. Box 1128
Roseburg, Oregon 97470

SUBJECT: East Unit, Adel-Blizzard Gap Section
Contract No. 5541
(Miller & Hutchins)

I recently discussed with you the latest problem arising from the subject project regarding the deficiency of sprinkling water. We have been asked to try to place an amount or value on the water which was not used. Another way of putting this would be what was the saving to the project cost by curtailing the amount of water used in sprinkling.

The attached graph shows the accumulated yardage moved and the accumulated water usage plotted against the lapse of time. It is interesting to note that the rate of water usage around the 1st of April was about the same as when it was resumed in July and August. On the assumption that it would have been reasonable to expect this rate of usage all summer, we arrive at the theoretical deficiency or saving in the amount of water. From this chart the quantity is 4,835 M-Gals. and then applying the force account cost for water, which was $7.02 per M-Gal. average, we arrive at a figure of $38,776.00. These costs and quantities are all taken from the job records on file here.

Would you please review this and advise whether you believe this to be a valid approach, since you are probably more familiar with this job than anyone else. This is based on two obvious assumptions as to the rate of usage and also the cost of the water. Any comments you have will be appreciated.

F. D. Morgan
Construction Engineer

By John A. Bond

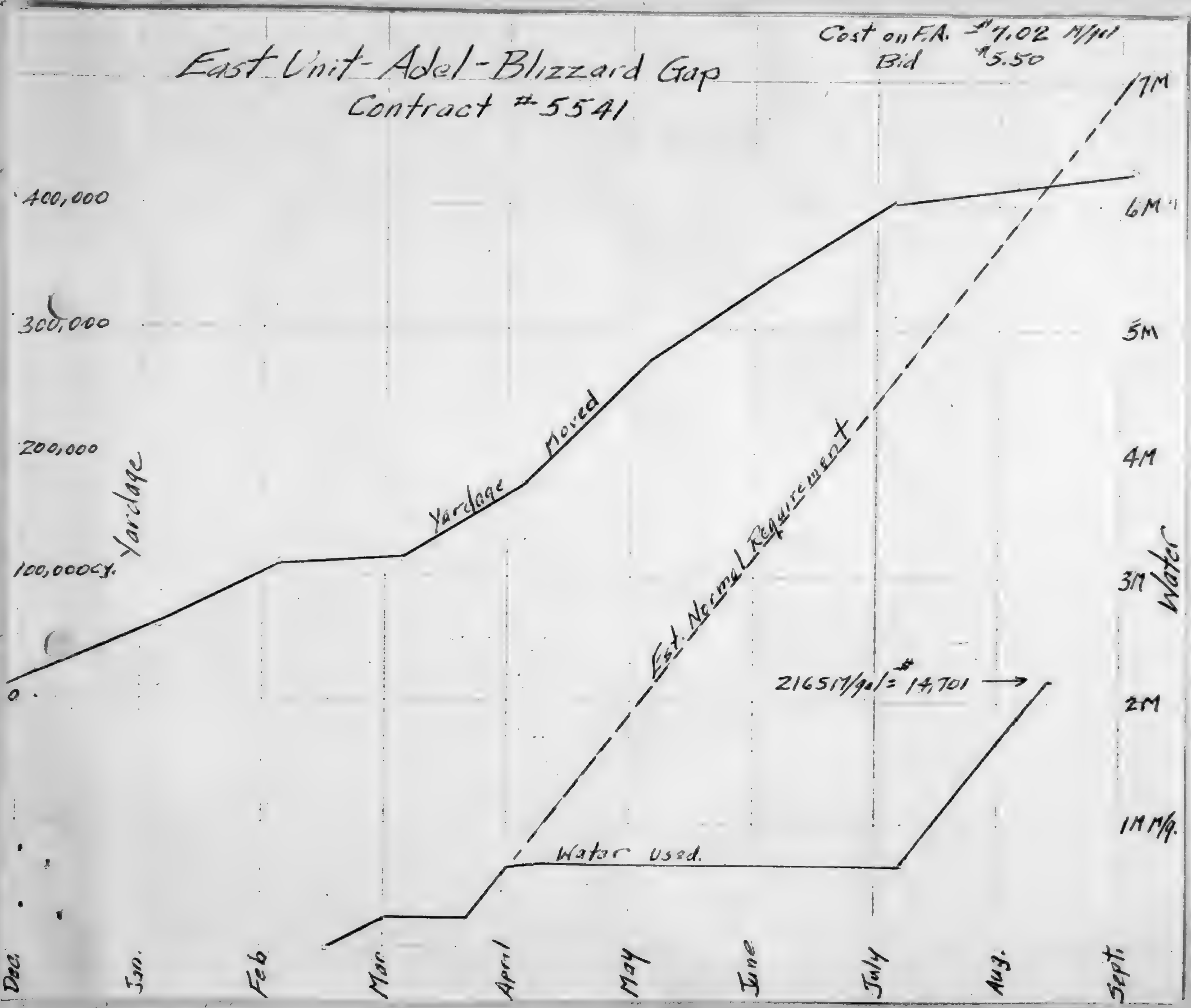
John A. Bond
Staff Assistant

NOTED
F. B. KLABOE

RECEIVED
1965
OFFICE OF
STATE HIGHWAY ENGINEER

JAB:bjm
Attachment

cc: F. B. Klaboe ✓ (w/attach.)



East Unit-Adel-Blizzard Gap
Contract #5541

Cost on F.A. $7.02 M/gal
Bid $5.50

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH [illegible]
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
1965
FOR FILING

December 29, 1965

Mr. Chick Chaloupka
District Attorney
P. O. Box 230
Lakeview, Oregon 97630

Re: Miller and Hutchins
vs.
State of Oregon
Case No. 51631
Our file L-3863

Dear Mr. Chaloupka:

Reference is made to my prior letter to you under date of December 6, 1965. I wish to advise you that the Court has now sustained our objection to the proposed judgment in which the plaintiff requested interest. The judgment was entered on December 27, 1965, for $67,500.00, without interest. The attorneys for the plaintiff have filed their cost bill which I have no objections to amounting to $316.06.

This matter will now be referred to the Highway Commission for determination as to whether the same will be paid or appealed. We will advise you when that decision has been made.

It would appear from the ruling of the Court that the amount of the judgment given plaintiff was for additional compensation for and on account of its performance of the contract as a result of alterations in details of construction. It would appear that the Highway Commission and your county received the benefit and the lesser expense of performance by such alterations and it would therefore appear that the additional cost awarded by the Court should be considered an additional expense of completing the roadway. Under our agreement with the county it would appear that this obligation is theirs.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

J. ROBERT PATTERSON
Chief, Trial Section

JRP:ap

bc Mr. Tom Edwards
Mr. F. B. Klaboe
Mr. G. E. Rohde

RECEIVED
DEC 30 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 9 - 1965
FOR [illegible]

S-333 (3)

5541

Salem, Oregon 97310
December 8, 1965

Mr. F. D. Morgan
Construction Engineer
BUILDING

Miller and Hutchins
vs.
State of Oregon
Case No. 51631
File L-3863

Please note penultimate paragraph of J. Robert Patterson's letter to Mr. Chick Chaloupka, District Attorney of Lake County, and work up some supporting information for Patterson.

F. B. Klaboe
Assistant State Highway Engineer

FBK:erb

Enclosures

RECEIVED
DEC 9 - 1965
FOR FILING

5541

FORM E-12 ...
COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
[illegible], MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 6, 1965

Mr. Chick Chaloupka
District Attorney
P. O. Box 230
Lakeview, Oregon 97630

Re: Miller and Hutchins
vs.
State of Oregon
Case No. 51631
Our file L-3863

Dear Mr. Chaloupka:

Receipt is acknowledged of your letter of December 2 regarding the above entitled action. You are advised that judgment has not to this date been entered in this cause as I have filed objections to the proposed judgment in which the plaintiff requests interest on the Court's award from March 31, 1961. I assume that the Court will have a hearing on my objections in a short time and I will advise you of the nature of the Court's decision and when judgment has been entered.

I note from your letter that the County Court has indicated that they do not feel that they are responsible for the payment of this judgment. You no doubt recall the nature of plaintiff's cause of action and the Court's ruling thereon. It would appear to the undersigned that the basis of the plaintiff's complaint was that he was required to perform a different contract in the building of the road than the one he agreed to do. This was by reason of the fact that the State required performance without compaction and the required sprinkling. The lack of water for sprinkling which was to be used only in compaction caused the severe difficulties that the contractor occasioned in performing the contract. I have been advised by our engineers that the additional cost of the contract, had such water been provided for, would approximate the same amount that the Court has awarded. It would seem, therefore, that this additional expense should be included as a cost of building the road. If we had agreed to pay for the cost of the water in performing the contract in lieu of the contractor using the alternative method, the cost of the project would have been about the same.

I am referring this matter to our engineers for their further study but at least this is the way I look at the matter at the present time.

We will keep you advised.

Very truly yours,

G. E. ROHDE
Chief Counsel

By J. Robert Patterson

J. ROBERT PATTERSON
Chief, Trial Section

JRP:ap

bc Mr. Tom Edwards ✓
Mr. F. B. Klaboe
Mr. G. E. Rohde

Contract No. 5541
F 3699

CHICK CHALOUPKA
ATTORNEY AT LAW
P. O. Box 230
LAKEVIEW, OREGON 97630

DISTRICT ATTORNEY
OF LAKE COUNTY,
OREGON

TELEPHONE:
WHITEHALL 7-2221

December 2, 1965

NOTED
P. B. Arensmeier

NOTED
RICHARD UNREIN

NOTED
H. S. COX

NOTED
[illegible]

Mr. J. Robert Patterson
Chief, Trial Section
State Highway Department
Salem, Oregon

Re: Miller and Hutchins vs.
State of Oregon
Your File No. L-3863

NOTED
R. H. PRANGE

Dear Mr. Patterson:

This letter is in response to your letter dated November 9, 1965, concerning the judgment made in the above case against the State of Oregon in the sum of $67,500.00.

The second paragraph of your letter states in effect that Lake County agreed to pay the additional costs of the contract with Miller and Hutchins and that the judgment entered constitutes an additional charge for completion of the contract which must be paid by Lake County. The County Court has considered this matter in its regular meeting on December 1, 1965, and after an examination of the files and records concerning this matter, the Court is of the opinion that Lake County is not liable for payment of this judgment. The court bases its opinion upon a number of factors and circumstances but primarily due to the fact that all of the engineering work was performed by the State Highway Commission and that full and complete control and supervision of the project was in the hands of the engineers for the Commission, Lake County having no authority whatsoever in regard to the project.

As to the advisability of appealing the judgment, we would not care to render an opinion on this subject but it would appear that the possibility of success on an appeal is extremely doubtful.

Yours very truly,

Chick Chaloupka
District Attorney of Lake County

E Unit Adel - Blizzard Gap
Agreement & Contract Sent
12-9-65
V. J.

CC:jc

NOTED
V. R. JO

Hwy. Com.
✓

[illegible] copy of all contract
or agreements between Lake
County & Hwy. Com. [illegible]

RICHARD.

NOTED
H. S. COX

NOTED
[illegible]

NOTED
R. H. PRANGE

Mr. J. Robert Patterson
Chief, Trial Section
State Highway Department
Salem, Oregon

Re: Miller and Hutchins vs.
State of Oregon
Your File No. L-3863

Dear Mr. Patterson:

This letter is in response to your letter dated November 9, 1965, concerning the judgment made in the above case against the State of Oregon in the sum of $67,500.00.

The second paragraph of your letter states in effect that Lake County agreed to pay the additional costs of the contract with Miller and Hutchins and that the judgment entered constitutes an additional charge for completion of the contract which must be paid by Lake County. The County Court has considered this matter in its regular meeting on December 1, 1965, and after an examination of the files and records concerning this matter, the Court is of the opinion that Lake County is not liable for payment of this judgment. The court bases its opinion upon a number of factors and circumstances but primarily due to the fact that all of the engineering work was performed by the State Highway Commission and that full and complete control and supervision of the project was in the hands of the engineers for the Commission, Lake County having no authority whatsoever in regard to the project.

As to the advisability of appealing the judgment, we would not care to render an opinion on this subject but it would appear that the possibility of success on an appeal is extremely doubtful.

Yours very truly,

District Attorney of Lake County

E Unit Ade - Blizzard Gap
Agreement & Contract Sent
12-9-65
V.J.

CC:jc

NOTED
V. R. JO

Hwy. Com. ✓

Furnish copy of all contracts &/or agreements between Lake County & Hwy Com, plus any construction contracts with contractors where Lake County is a part.

E. Unit, Adel - Blizzard Gap
Sent Copy of Agreement
& Contract 12-9-65.
V.J.

FORM E-30X 50M 3-63 49808

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
November 6, 1965

To: Mr. G. E. Rohde
Chief Counsel
Office

SUBJECT: Miller and Hutchins
vs.
State of Oregon
Case No. 51631
Our file L-3863

Enclosed please find copy of letter which I have on this date received from Mr. Chaloupka, District Attorney for Lake County, and my reply thereto. I believe the same are self-explanatory.

J. ROBERT PATTERSON
Chief, Trial Section

JRP:ap

cc Mr. Tom Edwards
Mr. F. B. Klaboe

RECEIVED
DEC 7 1965
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

FORM E-128X 80M 2-65

RECEIVED
NOV 15 1965
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

NOTED
R. L. PORTER

November 9, 1965

Mr. Chick Chaloupka
District Attorney
P. O. Box 230
Lakeview, Oregon

Re: Miller and Hutchins
Contractors, Inc.
v.
State of Oregon
Case No. 51631
Our file L-3863

Dear Mr. Chaloupka:

We have on this date received copy of opinion of the Honorable Loren Hicks, Circuit Judge for Marion County, who heard the trial of the above entitled action. Judge Hicks' letter sets forth the reasons for his decision, which are self-explanatory. The judgment has not been entered as of this date.

Information from our office engineering section indicates that the costs on this project exceeded $259,000.00, and that your County agreed to pay any additional costs. It appears that the amount of the judgment entered in this cause, if paid, will be an additional charge for the completion of this contract and must be reimbursed by your County.

Mr. Tom Edwards, Assistant Highway Engineer and former Construction Engineer of this department, is ill and will not return to the office until next Monday. At that time I intend to discuss this matter with him and other people in this department concerning the advisability of appealing Judge Hicks' ruling.

I would be pleased if you would look over the opinion of the Court and advise me of your desires and any comments that you might have.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

J. ROBERT PATTERSON
Chief, Trial Section

JRP:rb
Encl.

cc: Honorable C. J. Ogle
County Judge
Lake County Courthouse
Lakeview, Oregon

Mr. Tom Edwards
✓ Mr. Fred Klaboe

RECEIVED
NOV 10 1965
OFFICE OF
STATE HIGHWAY ENGINEER

CIRCUIT COURT OF THE STATE OF OREGON
THIRD JUDICIAL DISTRICT - MARION COUNTY
SALEM, OREGON

LOREN HICKS, JUDGE
TELEPHONE 364-4401

NOTED
J. ROBERT PATTERSON

RECEIVED
NOV 8 1965
LEGAL & RIGHT OF WAY

November 4, 1965

Rhoten, Rhoten & Speerstra
Attorneys at Law
Pioneer Trust Bldg.
Salem, Oregon

Legal Department, Trial Section: Attention J. Robert Patterson
Oregon State Highway Commission
Oregon State Highway Bldg.
Salem, Oregon

Dear Sirs: RE: No. 51631, Miller & Hutchins vs. Highway Commission

This action was commenced by the plaintiff on October 6, 1961, relative to a contract to construct for the defendant, 6.55 miles of highway roadbed on the E Unit, Adel-Blizzard Gap section of the Adel-Nevada State Line Highway in Lake County, Oregon. Work commenced on November 16, 1959, and the project was completed on September 8, 1960. By its pleadings, the plaintiff sought to recover $163,381.82 as damages or additional compensation.

The work was to be performed by the plaintiff pursuant to a contract and specifications drafted and provided by the Oregon State Highway Commission. The contract allowed 120 work days, provided for standard compaction of fill material by obtaining moisture content to a density of 90 and 95 per cent, specified 360,000 gallons of water for sprinkling which was to be applied subject to the exclusive control and direction of the resident highway engineer, authorized the State to make alterations and increases and decreases in quantities specified, and provided that in event of any material change in the character or costs of the work an appropriate and fair allowance in compensation would be made. In case of force account work payments, the contractor was to be allowed 15 per cent above actual costs, and he was to be given additional time for completion if there were delays caused by errors or changes in plans by the State. In event of dispute, the contractor was to commence suit within one year of the Department's final estimate or rejection of the claim.

There was no definite source of water specified in the contract nor in the bid. The plaintiff's bid price included $5.50 per one thousand gallons of water sprinkled under the engineer's orders and in accordance with the contract specifications of 360,000 gallons, and also 52¢ per cubic yard for earth excavation.

This 6.55 miles of roadbed was originally planned by the Highway Department as a winter job. However, time of the year for performance was not specified in the contract nor was it discussed with the plaintiff. The plaintiff did not contemplate the job as winter work. The contract was let in November 1959, and in the ordinary course of events, with 120 work days provided, would have been completed in August 1960.

At the time the specifications were set up by the Highway Department, a certain substantial portion of the material to be excavated and used as fill was thought to be rock. When the work commenced, however, this material was found to be a very fine ash or silica which broke up into a powdery dust that when moistened tended to shrink rather than expand. Such material required a much greater amount of water for compaction and control than had been contemplated. The 360,000 gallons of water specified by the State was grossly inadequate for compaction to any useful degree of density. After excavation commenced, the defendant attempted to get the specified compaction. About 70 per cent density was the best that could be realized.

Large quantities of water were used in the compaction tests, both on fills and cuts. It finally was decided about February 22, 1960, that the amount of water required for specified compaction was too great, and the contractor was then ordered to proceed without compaction and to use the water to keep the dust down. The specified 360,000 gallons of water was used and another 360,000 gallons was authorized at an agreed price of $5.50. This water was to come from a roadside source which had become available after construction commenced. Water continued to be used as needed until the roadside source went dry in early April. The State officials then ordered application of water to cease. There was discussion about hauling water from other sources. The plaintiff asked to be paid $12.00 per thousand gallons for water from these more remote sources. Defendant's officers considered such price too high, and ordered the project built "dry". The order was given orally to plaintiff on April 9, 1960, and, at plaintiff's request, was later stated in a letter to plaintiff dated June 22, 1960, from the resident engineer.

Without the water, the fill material was much more difficult to move, handle and put in place, and the lack of water caused construction problems to increase. The problem of dust became extreme. It was especially bad in July. The dry, undampened dust "drifted" and "floated" and was difficult to hold in place which resulted in loss of much of the fill material. More loads were required to be hauled, and the work was slowed materially in that the haul vehicles had to travel at a slower speed, in a lower gear, and with increased space between vehicles. The amount of time a vehicle could operate on the job each day was reduced because of the dust sifting into the moving and electrical parts and otherwise causing breakdowns, repairs and excessive loss of man and machine hours as well as additional costs for the actual repairs, overhauls and new parts. An alternate return route for part of the job had to be built because the dust prevented two-way traffic.

The excessive dust was also hazardous to the safety and welfare of the workmen. At the end of June, the State Industrial Accident Commission ordered that the dust be controlled as a safety measure for the workmen. This order resulted in a decision by the State to resume the use of water on the job under a force account. The plaintiff was authorized by defendant to rent a large tank truck to haul water for the purpose of dust control. The water was also necessary to hold the fills and to permit the finishing work to be properly completed. This force account commenced on July 7, 1960. The defendant at first authorized 20 hours of sprinkling each day, and later cut the number of hours per day to 10. The tank truck owner then said he could not afford to keep his equipment on the project for what it could earn on one shift per day. The defendant refused to authorize more hours of sprinkling or to pay a higher rate, and therefore on August 12, 1960, the water was again cut off. The plaintiff's efficiency had been substantially increased during the time the water was back on the job.

The withdrawal of water from the project was a material change in the contract and the character of the work to be performed. Without the water, the project was a different job and the contractor's costs were substantially increased. Moving soft, powdery dry material was slower and more expensive than moving the usual types of fill material or moistened material.

The plaintiff lost about $128,000.00 on this particular job, and part of that loss was due to the lack of water. The Court is convinced, however, that there were other factors which also contributed to plaintiff's unexpected costs and loss of money on the job: the condition of his equipment, the degree of efficiency of his operation, the accuracy of the estimates for his bid.

Plaintiff was charged a penalty of $2,560.00 because he ran overtime by sixteen days. In arriving at the number of work days allowed, the State had contemplated a project with sprinkling and with the usual compacted fills and roadways. The State's decision to change the plan and build without sprinkling increased the amount of time required to complete the project.

After April 9, 1960, there were numerous discussions between plaintiff and the state officers concerning the dust problem and how it might be solved, and concerning the extra work and the extra cost it was causing. There was talk and experiments concerning hauling water from various sources, and the possibility of using shale on the surface of the fills. However, the parties seemed unable to reach agreement on either the method to be used or the price thereof. The State's officers knew of the dust problem and that it was adding to plaintiff's costs and that plaintiff was complaining thereof. The State's officers felt that the solutions to the problem offered by the plaintiff were inadequate or too expensive, and they adopted the attitude that the lack of water was plaintiff's problem, not theirs.

The first written notice that plaintiff gave of an intention to file a claim for additional compensation because of the dust was a letter from its attorney to the State Highway Commission, dated January 16, 1961. A more formal notice was given on March 31, 1961. Plaintiff had settled the smaller claims first, and then computed the damages from the dust as the difference between the cost of the job and the total payments actually received from the State.

It is the opinion and conclusion of the Court that plaintiff is entitled to recover from defendant for the additional costs resulting from the alteration in the plans and specifications by the State in ordering the project built without sprinkling. This alteration amounted to a material change in the character of the work and burdened the contractor with work and costs which had not been contemplated or contracted for by the parties, and could not have been reasonably anticipated by the contractor.

Plaintiff's bid was based on the plans and specifications of the defendant which called for compaction of the fills and for water forsprinkling the fills. Plaintiff had a right to rely on those plans and specifications and cannot be held responsible for the failure thereof or for any change made therein by the State. Burdens, other than those contemplated by the contract, may not be placed upon the contractor without additional compensation, especially when the State controls the method of construction as well as the planned result.

The water needed on this job was grossly underestimated by the State, and the decision to give up on compaction and the later decision to withhold all water on the project was made by the State for the State's convenience. Compaction, as contemplated, proved to be impossible even in the winter month of

February. However, water was used on the job by order of the State after February 22nd to help control the dust and the fill material. When a dispute arose as to the unit price for additional water, the State unilaterally decided to cut off the sprinkling. Although the control of dust is usually the obligation of the contractor, the extreme dust problem encountered on this job was a major factor of the project and would not have occurred had the State not altered its specifications to do away with compaction and water. The specifications called for compaction and amounted to an implied warranty that such compaction could be obtained. Responsibility for these specifications and the results of any changes therein belong to defendant.

It is the decision of the Court in this case that plaintiff be given judgment against defendant in the sum of $67,500.00.

Counsel for plaintiff will please prepare an appropriate form of order in accordance with the above.

Yours very truly,

Loren Hicks

Circuit Judge

LH:rgh

NOTED

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION

MILLER AND HUTCHINS CONTRACTORS,)
INC.,)
Plaintiff,)
vs.) Case No. 51631
STATE OF OREGON, by and through) DEFENDANT'S TRIAL BRIEF
its State Highway Commission,)
Defendant.)

INTRODUCTION

This action arises out of a contract between plaintiff and the defendant, State of Oregon, for certain highway construction work to be performed by plaintiff on the E. Unit, Adel-Blizzard Gap Section of the Adel-Nevada State Line Highway in Lake County, Oregon. The Contract, No. 5541, was awarded on November 5, 1959. The work was to be completed within 120 workdays from November 16, 1959.

Plaintiff seeks to recover the sum of $163,381.82 as damages. The complaint is not clear as to whether the claim is for damages on account of breach of contract, or, for additional compensation on account of alterations in details of construction as provided in 1.9.5 of Standard Specifications for Highway Construction, or, a claim for extra compensation as provided in 1.9.6 of the same provisions. It will be important to keep these three distinguishing characteristics of plaintiff's claim in mind, as principles of law applicable to each are different, as will hereinafter be shown.

BREACH OF CONTRACT

The contract provided for 360,000 gallons of water at a unit price of $5.50 per M gallons. The evidence will show that plaintiff moved in soon after the award of the contract and began performance. During the winter and early spring months water was available from a creek alongside the job. All of the water provided for by the contract was used in an attempt to secure the necessary compaction. A price agreement was then entered into between plaintiff and defendant to supply an additional 360,000 gallons at the contract price of $5.50 per M gallons. After about 50% of this had been used, the source went dry. This was on April 9, 1960, and upon being informed by plaintiff that water to be furnished would now be at a cost of $12.00 per M gallons the plaintiff was notified that the defendant would not require any more sprinkling and that further compaction tests would not be taken. Up until early July 1960 the plaintiff attempted to perform its work without water. The State Industrial Accident Commission threatened to shut the job down on July 6, 1960, unless some steps were taken to alleviate the dust condition. On this date the plaintiff was ordered to start hauling water on "force account." This term means at the State's expense plus percentage allowances. The damages claimed by plaintiff apparently occurred during the time it attempted to perform without the use of water. Water was available at all times but not from the original source. No source of water was ever designated by the invitation to bid or in the contract itself.

1.9.5 of Standard Specifications for Highway Construction in part provides as follows:

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> "Unless such alterations and increases or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work."

It is clear therefore that even admitting that there was an alteration in the details of construction, which we do not, the contract specifically provided for it. (It is to be noted that at the time sprinkling was discontinued plaintiff had already used 150% of the water provided for in the contract.)

There was no "changed conditions" clause in plaintiff's contract as in Morrison v. State Highway Comm'n, 225 Or. 178, 357 P.2d 389 (1960).

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We do not believe it can successfully be contended the notice to discontinue sprinkling constituted a departure from the original contract. See Inland Construction Co. v. Pendleton, 116 Or. 668, 676-677, 242 Pac. 842 (1926).

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The case of United States v. Spearin, 248 U. S. 132, 136, 39 S.Ct. 59, 63 L.Ed. 166 (1918), sets forth the general rule as folows:

> "Where one agrees to do, for a fixed sum, a thing possible to be performed, he will not be excused or become entitled to additional compensation, because unforeseen difficulties are encountered." (Citing cases)

See also Maryland Casualty Co. v. City of Seattle, 116 P.2d 280 (Wash. 1941).

RECOVERY UNDER CONTRACT FOR INCREASED COSTS

The remaining part of 1.9.5 provides:

> ". . . If however, the character of the work or the unit costs thereof are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work, or in case no such basis has been previously agreed upon, then an allowance shall be made, either for or against the contractor, in such amount as the engineer may determine to be fair and equitable.
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> "No claim shall be made by the contractor for any loss of anticipated profits because of any such alteration, or by reason of any variation between the approximate quantities and the quantities of work as done."

No claim was ever made to defendant by plaintiff for increased costs until March 31, 1961. The contract had been completed by plaintiff on September 8, 1960, and accepted by defendant on September 29, 1960. The plaintiff had made written request for a time extension which was denied and appealed by it on October

12, 1960. During all this time no claim had ever been made for additional compensation. 1.5.1 of the Standard Specifications provides in part:

> "To prevent misunderstandings, disputes and litigation it is expressly understood by all of the parties to the contract, including the surety, that the engineer shall, in all cases, determine any and all questions which may arise concerning the quality, quantity, and acceptability of materials furnished and work performed; the manner and rate of progress of the performance of all work; the interpretation of plans and specifications; and the amounts and classifications of the several kinds of work and materials; and his estimates and decisions in these matters shall be final, binding, and conclusive upon all parties to the contract."

Nowhere is it alleged or claimed that the engineer acted wrongfully, arbitrarily or without discretion.

It is seen that the parties to the contract have consented to a designation of the engineer as the arbiter of disputes arising out of the contract.

In the case of Sweeney v. Jackson County, 93 Or. 96, 114-119, 178 Pac. 365, 182 Pac. 380, (1919), a suit in equity was instituted to set aside the final award of the engineer. The Court said at page 115:

> ". . . Such stipulations for arbitration are not merely collateral, but are of the very essence of the contract, and such agreement is not subject to revocation by either party, and an award made by virtue of such contract provisions, and evidenced by final certificate of the engineer, in the absence of fraud or of such gross mistake as would imply bad faith or a failure to exercise honest judgment, is binding upon both parties to the contract, in so far as it is confined to disputes actually subsisting and open to arbitration. This is now well settled beyond controversy. . . ." (Citing cases)

Similar authority of the engineer, where agreed to by the parties, was considered in United Contracting Co. v. Duby, 134 Or. 1, 29-30, 292 Pac. 309 (1930).

It is not alleged that the engineer adopted an arbitrary attitude in considering and rejecting plaintiff's claims which allegedly arose out of a change in plan. United States v. Blair, 321 U. S. 730, 736, 88 L.Ed. 1039, 1044, 64 S.Ct. 820.

If the plaintiff felt that the order to discontinue sprinkling "materially changed the character of the work or the unit costs thereof" he had two avenues open to him as provided in the contract 1.9.5, supra. He could have discontinued performance until a new basis of compensation was agreed upon or he could continue performance and trust to the discretion of the engineer to "determine and allow an amount" which he determined to be "fair and equitable." United States v. Callahan-Walker Const. Co., 317 U. S. 56, 63 S.Ct. 113, 87 L.Ed. 49.

The plaintiff was not required to comply with the order to discontinue sprinkling if it constituted a material change in plan. Pope v. United States, 76 Ct. Cl. 64, 97.

Even if conditions arising justify an abandonment, recovery cannot be had because of additional expense where completed without objection. Application of Keep, 245 N.Y.S. 321, 333, Odell v. City of N. Y., 200 N.Y.S. 705, 725, Aff. 144 N.E. 917, Pope v. United States, supra.

Apparently plaintiff is not proceeding to impeach the award of the engineer. Such a proceeding would be in equity. Sweeney v. Jackson County, supra. If plaintiff seeks to recover by reason of 1.9.5 (paragraph V of complaint), it must proceed in accordance with the remaining terms of the contract. A suit in equity to impeach the award of the engineer would be the remedy, not an action for breach of contract.

RECOVERY UNDER CONTRACT FOR EXTRA COMPENSATION

1.9.6 of the Standard Specifications for Highway Construction provide:

> "In the event any situation arises which, in the opinion of the contractor, entitles him or will entitle him to compensation additional to that which he will receive at the prices and on the basis of payment specifically set forth in the contract and in previously issued extra work orders, price agreements and supplemental agreements, the contractor shall notify the engineer of the situation and of his intention to make claim for such additional or extra compensation. The notice to the engineer shall be made in writing and shall be delivered before any of the extra expense to be claimed is incurred. The notice shall set forth the grounds on which the additional or extra compensation is to be claimed. If notice to the engineer is not thus given, or if the engineer is not afforded proper facilities by the contractor for keeping strict account of actual cost, then the contractor hereby agrees to waive the claim for such extra compensation. Such notice by the contractor, and the fact that the engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. In case the claim is found to be valid and just, it may be allowed and paid for as an extra as provided herein for extra work, or it may be allowed and paid under a supplemental agreement to be entered into between the parties to the contract."

Paragraph XIV of the complaint seems to attempt to allege a procedure under this section.

The facts will show that no claim was ever submitted in writing until almost six months after completion of the work. (Work completed September 8, 1960 —claim submitted March 31, 1961) The plaintiff had requested a time extension, with no mention of a claim for additional compensation, about the time of completion.

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This was denied and affirmed by the Commission upon appeal in October of 1960.

The contract provided for written notice to the engineer before any of the claimed extra expense was incurred. If such notice is not given, the contract provided for a waiver of the claim for extra compensation.

Where the thing done was part of the contract to be performed, resorting to another method without a written charge order is not within the terms of the contract and no liability results. Recovery is generally denied where failure to abide by the contract is shown with respect to written notice.

Plumley v. United States, 226 U.S. 545, 33 S.Ct. 139, 57 L.Ed 342, Diamond v. United States, 98 Ct. Cl. 428, Griffiths v. United States, 74 Ct. Cl. 245, 256-257, Pope v. United States, 76 Ct. Cl. 64, 97-99, Bates & R. Const. Co. v. United States, 56 Ct. Cl. 49, Appeals-City Elect. of Anchorage, Inc., ASBCA 6505 (dec'd September 28, 1962), Des Moines Pl. v. Heat. Co. v. Magarian, (1926 Iowa) 207 N.W. 750, Hopkins v. State, 225 N.Y.S. 665.

Moreover, it has been held that the resident engineer has no authority to waive the provisions requiring extra work to be on written order. To constitute a waiver it must be shown that there was an agreement that the work constituted extra work and a definite agreement to pay extra for such work. It must also be new and different from the work contemplated by the contract. Campbell Bldg. Co. v. State Road Comm'n, (Utah 1937) 70 P.2d 857, 864-866.

By failure of the contractor to give the defendant written notice of claim for extra compensation until long after the work was completed, defendant had no means of keeping account of the claimed additional expense. The contractor was long experienced in these matters, and it ill behooved him to give notice of a claim for some $163,381.82 extra compensation on a contract which originally provided for compensation of $296,414.00 to complete the contract.

DAMAGES

In plaintiff's deposition taken prior to trial, it was claimed that the amount of damages was arrived at by subtracting the amount defendant paid plaintiff from its total cost of performing the work. It was admitted that some of the repair bills included expense for ordinary maintenance. While it is not generally necessary to prove damages with mathematical certainty, some proof is necessary to arrive at reasonable compensation.

The burden of proving damages is on the plaintiff. If the total costs include damages caused by other conditions which would have occurred even if the claimed condition was present, books showing total costs would be inadmissible. Eastern Contracting Co., 97 Ct. Cl. 341, 355-358, Shepherd v. United States, 113 F.Supp. 648, 655-656, Addison Miller Inc. v. United States, 70 F.Supp. 893, 900.

Neither can a party recover damages which reasonably could have been avoided. Sedgwick on Damages, 9th Ed, Section 205.

The defendant never ordered plaintiff to discontinue the use of water, particularly on its haul roads which never was defendant's obligation. It merely told plaintiff the State would not require the further use of water to complete the road and discontinued the taking of compaction tests.

CONCLUSION

While plaintiff may have encountered more difficulty and incurred more expense in carrying out the contract than it had anticipated, such a situation did not arise due to any legal or moral fault on the part of the defendant.

There were no misrepresentations, no concealment, and no fraud. The contract provided for changes in plan if that is what occurred. The contract provided for a method to obtain additional or extra compensation if the conditions of the contract were followed. This the plaintiff declined to follow.

Cannot this be said, then, that we have understandable disappointment but nothing which the law can or should compensate for.

Respectfully submitted,

ROBERT Y. THORNTON
Attorney General of the State of Oregon

G. E. ROHDE
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By J. ROBERT PATTERSON
Assistant Attorney General and Attorney
for the State Highway Commission

Of Attorneys for Defendant

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

MILLER AND HUTCHINS CONTRACTORS, INC.,)
Plaintiff,)
vs.)
STATE OF OREGON, by and through its State Highway Commission,)
Defendant.)

Case No. 51631

DEFENDANT'S TRIAL BRIEF

INTRODUCTION

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The contract provided for 360,000 gallons of water at a unit price of $5.50 per M gallons. The evidence will show that plaintiff moved in soon after the award of the contract and began performance. During the winter and early spring months water was available from a creek alongside the job. All of the water provided for by the contract was used in an attempt to secure the necessary compaction. A price agreement was then entered into between plaintiff and defendant to supply an additional 360,000 gallons at the contract price of $5.50 per M gallons. After about 50% of this had been used, the source went dry. This was on April 9, 1960, and upon being informed by plaintiff that water to be furnished would now be at a cost of $12.00 per M gallons the plaintiff was notified that the defendant would not require any more sprinkling and that further compaction tests would not be taken. Up until early July 1960 the plaintiff attempted to perform its work without water. The State Industrial Accident Commission threatened to shut the job down on July 6, 1960, unless some steps were taken to alleviate the dust condition. On this date the plaintiff was ordered to start hauling water on "force account." This term means at the State's expense plus percentage allowances. The damages claimed by plaintiff apparently occurred during the time it attempted to perform without the use of water. Water was available at all times but not from the original source. No source of water was ever designated by the invitation to bid or in the contract itself.

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Similar authority of the engineer, where agreed to by the parties, was considered in United Contracting Co. v. Duby, 134 Or. 1, 29-30, 292 Pac. 309 (1930).

It is not alleged that the engineer adopted an arbitrary attitude in considering and rejecting plaintiff's claims which allegedly arose out of a change in plan. United States v. Blair, 321 U. S. 730, 736, 88 L.Ed. 1039, 1044, 64 S.Ct. 820.

If the plaintiff felt that the order to discontinue sprinkling "materially changed the character of the work or the unit costs thereof" he had two avenues open to him as provided in the contract 1.9.5, supra. He could have discontinued performance until a new basis of compensation was agreed upon or he could continue performance and trust to the discretion of the engineer to "determine and allow an amount" which he determined to be "fair and equitable." United States v. Callahan-Walker Const. Co., 317 U. S. 56, 63 S.Ct. 113, 87 L.Ed. 49.

The plaintiff was not required to comply with the order to discontinue sprinkling if it constituted a material change in plan. Pope v. United States, 76 Ct. Cl. 64, 97.

Even if conditions arising justify an abandonment, recovery cannot be had because of additional expense where completed without objection. Application of Keep, 245 N.Y.S. 321, 333, Odell v. City of N. Y., 200 N.Y.S. 705, 725, Aff. 144 N.E. 917, Pope v. United States, supra.

Apparently plaintiff is not proceeding to impeach the award of the engineer. Such a proceeding would be in equity. Sweeney v. Jackson County, supra. If plaintiff seeks to recover by reason of 1.9.5 (paragraph V of complaint), it must proceed in accordance with the remaining terms of the contract. A suit in equity to impeach the award of the engineer would be the remedy, not an action for breach of contract.

RECOVERY UNDER CONTRACT FOR EXTRA COMPENSATION

1.9.6 of the Standard Specifications for Highway Construction provide:

> "In the event any situation arises which, in the opinion of the contractor, entitles him or will entitle him to compensation additional to that which he will receive at the prices and on the basis of payment specifically set forth in the contract and in previously issued extra work orders, price agreements and supplemental agreements, the contractor shall notify the engineer of the situation and of his intention to make claim for such additional or extra compensation. The notice to the engineer shall be made in writing and shall be delivered before any of the extra expense to be claimed is incurred. The notice shall set forth the grounds on which the additional or extra compensation is to be claimed. If notice to the engineer is not thus given, or if the engineer is not afforded proper facilities by the contractor for keeping strict account of actual cost, then the contractor hereby agrees to waive the claim for such extra compensation. Such notice by the contractor, and the fact that the engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. In case the claim is found to be valid and just, it may be allowed and paid for as an extra as provided herein for extra work, or it may be allowed and paid under a supplemental agreement to be entered into between the parties to the contract."

Paragraph XIV of the complaint seems to attempt to allege a procedure under this section.

The facts will show that no claim was ever submitted in writing until almost six months after completion of the work. (Work completed September 8, 1960 --claim submitted March 31, 1961) The plaintiff had requested a time extension, with no mention of a claim for additional compensation, about the time of completion.

This was denied and affirmed by the Commission upon appeal in October of 1960.

The contract provided for written notice to the engineer before any of the claimed extra expense was incurred. If such notice is not given, the contract provided for a waiver of the claim for extra compensation.

Where the thing done was part of the contract to be performed, resorting to another method without a written charge order is not within the terms of the contract and no liability results. Recovery is generally denied where failure to abide by the contract is shown with respect to written notice.

Plumley v. United States, 226 U.S. 545, 33 S.Ct. 139, 57 L.Ed 342, Diamond v. United States, 98 Ct. Cl. 428, Griffiths v. United States, 74 Ct. Cl. 245, 256-257, Pope v. United States, 76 Ct. Cl. 64, 97-99, Bates & R. Const. Co. v. United States, 56 Ct. Cl. 49, Appeals-City Elect. of Anchorage, Inc., ASBCA 6505 (dec'd September 28, 1962), Des Moines Pl. v. Heat. Co. v. Magarian, (1926 Iowa) 207 N.W. 750, Hopkins v. State, 225 N.Y.S. 665.

Moreover, it has been held that the resident engineer has no authority to waive the provisions requiring extra work to be on written order. To constitute a waiver it must be shown that there was an agreement that the work constituted extra work and a definite agreement to pay extra for such work. It must also be new and different from the work contemplated by the contract. Campbell Bldg. Co. v. State Road Comm'n, (Utah 1937) 70 P.2d 857, 864-866.

By failure of the contractor to give the defendant written notice of claim for extra compensation until long after the work was completed, defendant had no means of keeping account of the claimed additional expense. The contractor was long experienced in these matters, and it ill behooved him to give notice of a claim for some $163,381.82 extra compensation on a contract which originally provided for compensation of $296,414.00 to complete the contract.

DAMAGES

In plaintiff's deposition taken prior to trial, it was claimed that the amount of damages was arrived at by subtracting the amount defendant paid plaintiff from its total cost of performing the work. It was admitted that some of the repair bills included expense for ordinary maintenance. While it is not generally necessary to prove damages with mathematical certainty, some proof is necessary to arrive at reasonable compensation.

The burden of proving damages is on the plaintiff. If the total costs include damages caused by other conditions which would have occurred even if the claimed condition was present, books showing total costs would be inadmissible. Eastern Contracting Co., 97 Ct. Cl. 341, 355-358, Shepherd v. United States, 113 F.Supp. 648, 655-656, Addison Miller Inc. v. United States, 70 F.Supp. 893, 900.

Neither can a party recover damages which reasonably could have been avoided. Sedgwick on Damages, 9th Ed, Section 205.

The defendant never ordered plaintiff to discontinue the use of water, particularly on its haul roads which never was defendant's obligation. It merely told plaintiff the State would not require the further use of water to complete the road and discontinued the taking of compaction tests.

CONCLUSION

While plaintiff may have encountered more difficulty and incurred more expense in carrying out the contract than it had anticipated, such a situation did not arise due to any legal or moral fault on the part of the defendant.

There were no misrepresentations, no concealment, and no fraud. The contract provided for changes in plan if that is what occurred. The contract provided for a method to obtain additional or extra compensation if the conditions of the contract were followed. This the plaintiff declined to follow.

Cannot this be said, then, that we have understandable disappointment but nothing which the law can or should compensate for.

Respectfully submitted,

ROBERT Y. THORNTON
Attorney General of the State of Oregon

G. E. ROHDE
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By J. ROBERT PATTERSON
Assistant Attorney General and Attorney
for the State Highway Commission

Of Attorneys for Defendant

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 13, 1965

SUBJECT: Miller and Hutchins
Contractors, Inc.
vs.
State of Oregon
Case No. 51631
Our file L-3863

To:

Mr. Tom Edwards
Asst. Highway Engineer
Building

Mr. L. H. Young
Office Engineer
Building

Mr. Fred Klaboe
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland, Oregon 97213

Mr. Harry Ekstein
Inspector
c/o Mr. C. C. McKinney
P. O. Box 755
Hermiston, Oregon

Mr. Fred P. Jeter
Photogrammatrist
Building

Mr. Howard Steen
Transitman
c/o Willis Hackleman
P. O. Box 347
Canyonville, Oregon

Mr. Clifford E. Layton
Cost Analyst
State Highway Shops

Gentlemen:

I have on this date checked with the clerk of the court and the attorney for the plaintiff in the above entitled action. Each advises that the case will be tried on Monday, January 25, 1965. I would be pleased if you would make arrangements so that you can be present in Salem on that date.

J. Robert Patterson

J. ROBERT PATTERSON
Chief, Trial Section

NOTED
TOM EDWARDS

JRP:ap

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

November 5, 1964
Salem, Oregon

SUBJECT: Miller and Hutchins
Contractors, Inc.
vs.
State of Oregon
Case No. 51631
Our file L-3863

To:

Mr. Tom Edwards
Asst. Highway Engineer
Building

Mr. L. H. Young
Office Engineer
Building

Mr. Dean Swift
Division Engineer
P. O. Box 1249
Bend, Oregon

Mr. Carl M. Williams
Asst. Division Engineer
P. O. Box 1128
Roseburg, Oregon

Mr. Fred Klaboe
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland, Oregon 97213

The above-entitled case has been reset for trial to commence on January 25, 1965.

If for any reason this date is not satisfactory, please advise.

J. Robert Patterson

J. ROBERT PATTERSON
Chief, Trial Section

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

October 6, 1964
Salem, Oregon

SUBJECT: Miller and Hutchins
Contractors, Inc.
vs.
State of Oregon
Case No. 51631
Our file L-3863

To:

Mr. Tom Edwards ✓
Asst. Highway Engineer
Building

Mr. L. H. Young
Office Engineer
Building

Mr. Dean Swift
Division Engineer
P. O. Box 1249
Bend, Oregon

Mr. Carl M. Williams
Asst. Division Engineer
P. O. Box 1128
Roseburg, Oregon

Mr. Fred Klaboe
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland, Oregon 97213

Elliott –
Adair –
Blizzard Gap

The above-entitled case has been reset for trial to commence on January 11, 1965. noted jw

If for any reason this date is not satisfactory, please advise.

J Robert Patterson
J. ROBERT PATTERSON
Chief, Trial Section

ap

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TOM EDWARDS

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STATE HIGHWAY ENGINEER

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 24, 1964

SUBJECT: Miller and Hutchins
Contractors, Inc.
vs.
State of Oregon
Case No. 51631
Our file L-3863

To:

Mr. Tom Edwards
Asst. Highway Engineer
Building

Mr. L. H. Young
Office Engineer
Building

Mr. Dean Swift
Division Engineer
P. O. Box 1249
Bend, Oregon

Mr. Carl M. Williams
Asst. Division Engineer
P. O. Box 1128
Roseburg, Oregon

Mr. Fred Klaboe
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland, Oregon 97213

The above-entitled case has been reset for trial to commence on October 20, 1964. noted ju

If for any reason this date is not satisfactory, please advise.

J. Robert Patterson ap.
J. ROBERT PATTERSON
Chief, Trial Section

ap

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TOM EDWARDS

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T. EDWARDS

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STATE HIGHWAY ENGINEER

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 13, 1964

SUBJECT: Miller and Hutchins
Contractors, Inc.
vs.
State of Oregon
Case No. 51631
Our file L-3863

To:

Mr. Tom Edwards
Asst. Highway Engineer
Building

Mr. L. H. Young
Office Engineer
Building

Mr. Dean Swift
Division Engineer
P. O. Box 1249
Bend, Oregon

Mr. Carl M. Williams
Asst. Division Engineer
P. O. Box 1128
Roseburg, Oregon

Mr. Fred Klaboe
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland, Oregon 97213

For convenience of the parties, this case has been reset for trial on Monday, August 10, 1964. If for any reason this date is not satisfactory, please advise.

J. ROBERT PATTERSON
Chief, Trial Section

JRP:ap

NOTED
TOM EDWARDS

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June 1[illegible], 1964

Mr. [illegible]
Executive Assistant
Executive Department
State Capitol
Salem, Oregon 97310

Dear Mr. [illegible]:

Reference is made to your memorandum of June 10 [illegible] the Miller and [illegible] Machine, Inc. case with the State Highway Department.

There are two cases of litigation between [illegible] Machine [illegible], Inc. and the State Highway Department. The first one, [illegible], has been settled out of court and payment is now being processed.

The second case, involving the [illegible] portion of the [illegible] State Line [illegible], was originally set for trial in Marion County on October 22, 1963, but was taken off the docket at the request of the plaintiff's attorney. It was re-set for trial on June [illegible], 1964, and has again been postponed until August [illegible], 1964, at the request of the defendant. No further postponement is anticipated.

Very truly yours,

F. [illegible] Stephenson
Acting State Highway Engineer

[illegible]
cc Mr. Forrest Cooper
Mr. R. L. Porter
Mr. Victor D. Wolfe

June 12, 1964

Status of Miller & Hutchins Contractors, Inc. cases:

File L-4218: In this case, Miller & Hutchins, as subcontractors, were co-plaintiffs with Central Paving Co., prime contractor, in an action where each firm sought to recover additional compensation on the Davis Slough-Bullards Bridge Section, Oregon Coast Highway, Contract No. 5584.

Miller & Hutchins' claim was for $274,630.66, out of a total recovery sought, for both claims, of $318,844.37.

On the seventh day of trial, in Marion County Circuit Court a compromise was reached, whereby both claims were settled for $75,000. That agreement was reached on June 2, 1964, and as of the date of this report, payment is being processed.

File L-3863 In this case, Miller & Hutchins, as prime contractors, seek to recover $163,381.82 additional compensation on the East Unit, Adel-Blizzard Gap Section, Adel-Nevada State Line Road, Contract No. ~~5819~~. [illegible]

This case was originally set for trial in Marion County Circuit Court on October 22, 1963, and was taken off the docket at the request of plaintiff's attorney. It was re-set for June 16, 1964, and again postponed until August 10, 1964, for convenience of the parties. No further postponement is presently anticipated.

MARK O. HATFIELD
GOVERNOR

OFFICE OF THE GOVERNOR
STATE CAPITOL
SALEM 97310

June 10, 1964

MEMORANDUM

TO: Forrest Cooper

FROM: Warne Nunn WN

Stephenson

I have again been contacted by Selmar Hutchins concerning the Miller-Hutchins Contractors case with the Highway Department. Is there anything that can be done to expedite a court action in this matter?

WN:c

Copy to FC

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STATE HIGHWAY COMMISSION

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 29, 1964

SUBJECT: Miller and Hutchins
Contractors, Inc.
vs.
State of Oregon
Case No. 51631
Our file L-3863

To: Mr. Tom Edwards
Asst. State Highway Engineer
Building

Mr. L. H. Young
Office Engineer
Building

Mr. Dean Swift
Division Engineer
P. O. Box 1249
Bend, Oregon

Mr. Carl M. Williams
Asst. Division Engineer
P. O. Box 1128
Roseburg, Oregon

Mr. Fred Klaboe
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland, Oregon 97213

Gentlemen:

The above-entitled action has been reset for trial in Salem on Tuesday, June 16 at 9:30 A.M.

I am enclosing a copy of the second amended reply which the plaintiff has filed. I would be pleased if you would review the same paying particular attention to allegations made in paragraphs III, IV and V after which I would like to have your comments.

I believe it will be necessary that you make arrangements to be in Salem on Monday, June 15 and be present for the entire trial. I believe that the trial will take the rest of that week.

J. ROBERT PATTERSON
Chief, Trial Section

JRP:ap

NOTED
TOM EDW DS

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OFFICE OF
STATE HIGHWAY ENGINEER

L-3663

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION
NO. 51631

MILLER AND HUTCHINS CONTRACTORS, INC.,
Plaintiff,
v.
STATE OF OREGON, by and through its State Highway Commission,
Defendant.

SECOND AMENDED REPLY

The plaintiff for reply to the new matter in the defendant's amended answer denies said new matter except as alleged herein or as alleged in the complaint.

For further reply to defendant's second further separate answer the plaintiff alleges:

I.

The plaintiff notified the defendant's engineer of the conditions referred to in paragraphs VI through XIV of the complaint as soon as those conditions developed.

II.

The defendant failed and refused to furnish or to authorize the plaintiff to furnish the necessary additional amounts of water and no water was available for the performance of the work except those amounts referred to in the complaint.

III.

The defendant's engineer was informed by the plaintiff, and knew of his own knowledge of the additional work and expense required as a result of a lack of sufficient water and of the plaintiff's intent to claim additional compensation as a result thereof.

L-3863

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION
NO. 51631

MILLER AND HUTCHINS CONTRACTORS, INC.,
Plaintiff,
v.
STATE OF OREGON, by and through its State Highway Commission,
Defendant.

SECOND AMENDED REPLY

The plaintiff for reply to the new matter in the defendant's amended answer denies said new matter except as alleged herein or as alleged in the complaint.

For further reply to defendant's second further separate answer the plaintiff alleges:

I.

The plaintiff notified the defendant's engineer of the conditions referred to in paragraphs VI through XIV of the complaint as soon as those conditions developed.

II.

The defendant failed and refused to furnish or to authorize the plaintiff to furnish the necessary additional amounts of water and no water was available for the performance of the work except those amounts referred to in the complaint.

III.

The defendant's engineer was informed by the plaintiff, and knew of his own knowledge of the additional work and expense required as a result of a lack of sufficient water and of the plaintiff's intent to claim additional compensation as a result thereof.

IV.

The defendant, during the prosecution of the work, by statements and conduct, indicated to the plaintiff that it intended to pay the plaintiff additional compensation on account of the additional difficulty in performance and additional work required.

V.

The plaintiff maintained and still maintains proper facilities for an account of the additional costs resulting from said difficulty in performance and additional work; said facilities were available to the defendant's engineer and are now available to the defendant.

VI.

In reliance on the defendant's statements and conduct the plaintiff performed the aforesaid additional work.

VII.

By reason of its statements and conduct the defendant has waived any right to assert said defense and by reason of the plaintiff's reliance thereon and of its completion of the work, the defendant should be estopped from asserting said defense.

WHEREFORE, the plaintiff, having fully replied to the amended answer, demands judgment as sought by the complaint.

RHOTEN, RHOTEN & SPEERSTRA
Attorneys for Plaintiff

plaintiff

RHOTEN, RHOTEN & SPEERSTRA
PIONEER TRUST BUILDING
SALEM, OREGON

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 2, 1963

Mr. Fred Klaboe
Metropolitan Engineer

To: Mr. Tom Edwards ✓
Asst. State Highway Engineer

Mr. L. H. Young
Office Engineer

Mr. Dean Swift
Division Engineer
P. O. Box 1249
Bend, Oregon

Mr. Carl M. Williams
Asst. Division Engineer
P. O. Box 1128
Roseburg, Oregon

Mr. Fred P. Jeter
Photogrammetrist

Mr. Howard Steen
Transitman
c/o Willis Hackleman
P. O. Box 347
Canyonville, Oregon

Mr. Harry Ekstein
Inspector
c/o Mr. C. C. McKinney
P. O. Box 755
Hermiston, Oregon

SUBJECT: Miller and Hutchins
vs.
State of Oregon
Case No. 51631
Our file L-3863

Plaintiff in the above-entitled action is seeking to recover the sum of $163,000.00 for an alleged breach of contract for the grading on the East. West Unit of the Adel-Blizzard Gap Section of the Adel-Nevada State Line Road. The complaint is based upon an alleged change in our construction plans in failing to provide water sufficient to do the required work. It appears that you were connected with the facts surrounding the performance of this contract and it may be necessary for you to be a witness at the trial. The case is set for trial here in Salem at 9:30 A.M. on Tuesday, October 22. I would be pleased if you would arrange your schedule so you would be present here in Salem at Noon on October 21. It is probable that the case will take three days to try. If for any reason you cannot be present, please advise me immediately.

J. Robert Patterson

NOTED
TOM EDWARDS

J. ROBERT PATTERSON
Chief, Trial Section

NOTED
TOM EDWARDS

JRP:ap

FAS 699
Lake Co.

OREGON STATE HIGHWAY DEPARTME

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
9-17-63	CC 832		919-1030-2[illegible]7

NOTED
R. M. ALLISON

INVOICE NUMBER
79767

Contract #541
(L-235(2))

Lake County
Court House
Lakeview, Oregon

Att: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Partial transfer County Advance Deposit for the Cost Unit, Adel-Blizzard Gap Section, FAS 699. Covered by Agreement dated October 27, 1959.	NOTED R. H. PRANGE		
Advance Deposit			25,000.00
Partial transfer of County Advance Deposit			25,000.00
To be refunded			None

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SEP 17 1963
ENGINEER
COUNTY & CITY DIVISION

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

A 150 (REVISED 7-60)

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1962

SUBJECT:
Billing of Lake County Construction Obligations - Adel-Nevada State Line Section of the Warner Secondary Hwy.

To: Mr. C. H. Maison
Auditor

Building

About a year ago the State Highway Commission in Lake County entered into an agreement for the construction of this section of the highway with the provision that Lake County would either construct or pay for the construction of certain items. Mr. Dean Swift, Division Engineer, has advised me that the following items have been constructed by the State and either have been or should be billed to the County. The Department does not wish to transfer the right of way until such time as the County has paid for all items that we have constructed.

I would appreciate it if your office could advise me when the County has paid for the following items constructed by the State:

(1) Five painted stock guards constructed under Contract No. 5941 or 6061, four of which, I understand, the County has been billed for and one of which remains to be constructed.

(2) Headgates in the amount of $2,550.00 which were constructed under Contract No. 5819 or 5541, and as far as I know the County has not been billed.

(3) I also understand that irrigation ditches and canals were constructed under Contracts No. 5819 and 5541 and the amounts have not yet been billed to Lake County.

(4) There is also the matter of seeding of cut slopes and borrow by the State, and I understand that we have completed work on 15 miles of this but still have to seed on the remaining 22 miles.

I would appreciate being advised when all of the above items have been billed and collected from Lake County so that the transfer of right of way may be consummated.

G. E. ROHDE
Assistant Counsel

JLS:jw

original back to Rodde
9-24-62

R. L. PORTER

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JAN 24 1962

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 19, 1962

SUBJECT: Miller and Hutchins
vs.
State of Oregon
Case No. 51631
Our file L-3863

NOTED
TOM EDWARDS

To:
Mr. L. I. Lindas
Chief Counsel
Office

On this date, together with Frank Towle, I met with Ray Rogers, of Rogers Construction Company, at their office in Portland in connection with the complaint filed in the above-entitled matter. Previously this matter was the subject of a conference held at the Congress Hotel on December 28. In attendance at that conference were Tom Edwards, Fred Klaboe, Frank Towle and myself, together with the following contractors: Charles Parker, Lloyd Babler and Leonard A. Runkle.

As a result of these conferences held, I am of the opinion that we will be unable to get any of the afore-mentioned contractors to support us in defending this action and in fact if they were called as witnesses their testimony would be harmful to our cause. They have all indicated that when, during the month of April, during the performance of this contract, we decided to proceed with the job without the use of water and thereby waiving required compaction, that this constituted a material change in the character of the work to be performed, and also the cost thereof within the meaning of 1.9.5 of our Standard Specifications for Highway Construction. They have indicated that if the contractor was not willing to furnish water under a price agreement, then at that time we should have counseled him to perform the job with water on a force account. It has been previously indicated from the Construction Department that there was contemplated by both parties that water would be used in the performance of this contract.

I took the deposition of the plaintiff on December 14 with reference to his claim made in the complaint. He indicated in the deposition that the dust problem was existent throughout the job except for the first mile thereof which was done before the water ran out. Mr. Edwards, of our office, has indicated that he is of the opinion that most of the trouble arose on the latter part of the job when the plaintiff was hauling from a large cut over grades previously completed by him. I am asking the Construction Department to furnish us with more detailed information on this contention so that a possible defense based thereon can be properly appraised.

We have filed no appearance in this matter and I have written extensions from Mr. Rhoten requiring no appearance until information is furnished us by plaintiff. This information consists of a breakdown on his damages and certain other information as detailed in my letter to Mr. Rhoten under date of January 4.

It has recently been brought to my attention that Lake County may be involved in this litigation and may turn out to be the principal obligor in the event recovery is had. I am taking steps to properly protect our interests as far as the County is concerned.

I believe that this matter should be discussed with the proper officials of our department to determine whether or not any compromise settlement should be proposed or discussed with the attorneys for the plaintiff. It is possible that we would have to secure the prior approval of the Bureau of Public Roads in the event of any such settlement.

J. ROBERT PATTERSON
Chief, Trial Section

JRP:ap

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FORM E-30K—50M—8-61—38682

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 17, 1962

File

SUBJECT: Miller & Hutchins - Contract 5541
Adel-Blizzard Gap Section
Adel-Nevada State Line Highway
File L-3863

To: Mr. Robert Patterson
Chief, Trial Section
Office

As mentioned to you on the phone, it has come to our attention that the above entitled lawsuit involves construction under a federal aid project on a county road rather than a state highway. The State and Lake County have agreed that as soon as Lake County furnishes the balance of the right of way for the Adel-Nevada State Line Highway in Lake County the State will take over the county road as a state highway. However, as of this date the County has not furnished the additional right of way.

For the construction of the above section the State and County had an agreement whereby the County would pay any excess costs, without participation by the State or Federal government, if the contract or construction exceeded a certain sum of money. I have been informed that all of the allocated money has been used up and that if the plaintiffs in the above case are successful, the State would be entitled to look to the County for reimbursement. Therefore, as a practical matter, the County should have been informed of this case when it was filed and been tendered the right to either handle or participate in the defense.

On January 12th Lake County Judge C. W. Ogle visited the Highway Department and was informed by Mr. Cox of City-County, as well as Mr. Rohde, as to the nature of this claim, and also that the State may look to the County in the event we lose the case. Naturally, Judge Ogle is very much concerned since the County has already expended all of its Federal aid funds and, so I understand, some $75,000 of Klamath County's money.

During our conversation with Judge Ogle we promised him that we would immediately forward to him personally a copy of the complaint and all motions and pleadings that have been filed to date, as well as those that are filed in the future. I do not know how much in the way of correspondence should be forwarded to him, but certainly sufficient correspondence to keep him actively acquainted with what is going on in the case. If any settlements are proposed he certainly should be fully advised and his opinion solicited. Judge Ogle requested that all of the above papers, as well as any correspondence, be forwarded to him personally as County Judge and not directed merely to the County Court.

NOTED
R. L. PORTER

We informed the Judge that we would appreciate it if he would not publicize this matter in Lake County since we may wish to request the court for a change of venue to Lake County. The Judge agreed that he would not discuss it with anyone, except for one or two parties, and he was very desirous of having it moved to Lake County if possible.

The Judge has had considerable experience in road building in Lake County. He informed us that the County built a section of this highway and used very little water in its construction. He stated that they used rented equipment and that such equipment was not ruined by the dust since the contractor knew how to take care of his equipment. He can furnish the name of the company furnishing the equipment and provide testimony that it was not injured by the dust since it was properly maintained.

The Judge also informed us that either he or his County Engineer had been over this section of road being built by Miller and Hutchins many, many times; that the equipment used by Miller and Hutchins was old and in disrepair when he saw it; and that there were comments made at that time as to how Miller and Hutchins expected to build the project with such equipment. He further stated that one of Miller's and Hutchin's superintendents informed him that Miller and Hutchins would be better off to furnish a little of their own water to protect the equipment. In addition, he mentioned that Lake County has built roads for years with very little water and that anyone really informed as to construction in that area is well acquainted of this fact.

Therefore, it would appear that before this case goes to trial the attorneys handling the same should personally visit Judge Ogle as he has some exceedingly strong opinions on this matter.

FRANK C. McKINNEY
Chief, Office Section

FCMcK:ks

cc: L. I. Lindas
R. L. Porter
H. S. Cox
F. D. Morgan

NOTED
R. L. PORTER

F.Cooper

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16 1962
FOR FILI

January 5, 1962

FINAL COST ANALYSIS

E.Unit, Adel-Blizzard Gap
Contract No. 5541

Grading
Contractor: Miller & Hutchins Contrs. Inc.
Resident Engineer: C.M. Williams

Adel-Nevada State Line Road
Prefix No. 519-1030

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	100%	All	7,500.00		1,526.24	7,500.00
Drainage Excav., Unclass.	217.2	Cu.Yd.	4.00	2.42	526.55	868.80
General Excav., Unclass.	425,395.1	Cu.Yd.	0.52	0.815	346,881.29	221,205.45
Short Overhaul	966,965.09	Yd.Sta.	0.01	0.013	13,162.66	9,669.65
Long Overhaul	42,719.25	C-Yd.Sta.	0.38	0.52	22,117.25	16,233.32
Finish R.B. & Slopes	7.26	Mile	800.00	1,705.57	12,382.44	5,808.00
Rounding Cutbanks	700	Lin.Ft.	0.20	0.135	94.91	140.00
Sprinkling	447.3	M-Gal.	5.50	3.54	1,583.79	2,460.15
18" Corr.Metal Pipe	1,368	Lin.Ft.	4.75	4.19	5,728.07	6,498.00
24" Corr.Metal Pipe	618	Lin.Ft.	8.50	5.81	3,593.87	5,253.00
36" Corr.Metal Pipe	574	Lin.Ft.	14.50	10.72	6,152.94	8,323.00
60" Corr.Metal Pipe	186	Lin.Ft.	30.00	24.67	4,590.06	5,580.00
84" Corr.Metal Pipe	100	Lin.Ft.	52.00	41.18	4,118.57	5,200.00
PA#1 Sprinkling	207.9	M-Gal.	5.50	3.54	736.13	1,143.45
PA#2 Purchase Excess C.M.P.	100%	All	384.97		418.45	384.97
PA#4 Additional Pioneering	100%	All	1,016.00		844.17	1,016.00
PA#5 Additional Clear.& Grubbing	100%	All	1,354.50		247.17	1,354.50
Liquidated Damages						-2,560.00
EW#1 Sprinkling Water					10,483.44	11,097.50
					$435,188.00	$307,175.79

NOTED

Total Cost	$ 435,188.00
Gross Revenue	307,175.79
Net Loss	$ 128,012.21

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JAN 11 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Net Loss equals 41.67% of Gross Revenue

DETAIL OF COSTS - Contract No. 5541

Labor:				
Labor			$ 151,139.39	
Labor Insurance			16,217.25	
Health, Welfare and Pension			6,222.95	
Travel and Transportation			103.10	$ 173,682.69
Materials:				
18" Corr.Metal Pipe	1,368 Lin.Ft.	@ $3.03	4,145.04	
18" Bands	183 Each	@ $3.03	554.49	
18" Elbows	2 Each	@ $29.20	58.40	
24" Corr.Metal Pipe	618 Lin.Ft.	@ $4.72	2,916.96	
24" Bands	48 Each	@ $4.72	226.56	
36" Corr.Metal Pipe	574 Lin.Ft.	@ $9.25	5,309.50	
36" Bands	58 Each	@ $9.25	536.50	
60" Corr.Metal Pipe	186 Lin.Ft.	@ $20.59	3,829.74	
60" Bands	9 Each	@ $41.18	370.62	
84" Corr.Metal Pipe	100 Lin.Ft.	@ $34.94	3,494.00	
84" Bands	5 Each	@ $69.88	349.40	
Purchase Excess Corr.Metal Pipe			418.45	22,209.66
Equipment Rental and Miscellaneous Supplies:				
Equipment Rental, Owned			164,594.06	
Equipment Rental, Hired			4,826.73	
Gas, Oil and Grease			26,052.75	
Explosives and Drill Steel			10,675.65	
Bond			1,553.71	
P.U.C.			1,064.50	
P.L. and P.D. Insurance			7,282.55	
Move In, Freight and Cartage			5,012.88	
Small Tools and Miscellaneous Supplies			14,618.34	
Home Office and General Overhead			3,614.48	239,295.65
			TOTAL COST	$ 435,188.00

Remarks - Contract No. 5541

This was a "Federal Aid Secondary Project" calling for the construction of 6.55 miles of highway roadbed on the East Unit, Adel-Blizzard Gap Section of the Adel-Nevada State Line Road in Lake County. The contract was bid October 13th, awarded November 5th; work started October 21, 1959 and completed September 8, 1960.

The contractor moved in and started building access roads and clearing October 21, 1959 using one D8 cat and dozer and ond D7 cat with clearing blade. The clearing consisted of sage brush and a few Junipar trees. After the first section on the west was cleared, the remainder was done as the grading progressed.

The contractor brought in more equipment as needed until a total of two D7 cats and dozers, three D8 dozers, two of which also had hydraulic rippers, one D9 with dozer and ripper, four T-pulls, also used as T-rockers, two DW20's, two graders, two water trucks, two air track drills, one 600 c.f.m. and one 365 c.f.m. compressors, one 1-yard shovel, two tractor drawn scrapers and equipment used for maintenance.

The contractor started his grading operations on the west end, the material of which was of a very fine, powdery nature, and required a considerable amount of water to set it up for the required compaction. The water used was double the amount set up for the project and the water was then stopped.

Grading then progressed into the Greaser Canyon which was either solid rock or large boulders, some of which the contractor tried to rip but in so doing his equipment soon broke down slowing production considerably. The section from the top of Greaser Canyon to Blizzard Gap contained some of the same kind of fine material encountered on the west end, and not having any water to settle the dust, the contractor was instructed by the S.I.A. Commission to either stop or find some way to prevent the dust hazard to his equipment operators. The dust was also doing internal damage to his equipment.

The Highway Department then decided to do sprinkling on an Extra Work Order basis which relieved the dust condition so the contractor was able to keep on working as far as the S.I.A. Commission was concerned.

As the contractor had not finished any section to a completed grade, a considerable amount of extra work was involved in finishing in the Greaser Canyon area. The rock that was blasted broke too large and before it could be finished a borrow was set up adjacent to the road and material from this source made the finishing possible.

The contractor shows a heavy loss due to low production brought on by down time of equipment and high cost of repairs.

M. N. Juve
Chief Cost Analyst

By

C. E. Layton

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FORM E-120
NOV 22 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

5541

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

AGENDA
OCT 20 1961
2 f

October 12, 1961

Oregon State Highway Commission

Re: Miller and Hutchins Contractors, Inc. v. State of
Oregon, by and through its
State Highway Commission
Contract No. 5541
L-3863

2f

Gentlemen:

On October 6, 1961, the Secretary to the Highway Commission was served with a copy of a summons and complaint in the above matter. This is an action brought by the above-named contractors in connection with the performance of work on the East Unit of the Adel-Blizzard Gap Section of the Adel-Nevada State Line Road (now a section of the Warner Highway, State Secondary #431), under contract No. 5541.

The basis for the complaint is that the State did not provide enough water for the compaction of the fills on the above section of highway. It is alleged that, by reason of not furnishing enough water, the State changed and altered the character of the work and the provisions of the contract; and further that the State, by thus limiting the quantity of the water, increased the contractors' cost in the grading and compaction of the fills in performance of the contract. The complaint goes on to state the contractors' work was made more difficult to perform and the costs were substantially increased and expanded in the sum of $163,381.82. The contractors demand judgment against the State for that sum of money.

NOTED
FLOYD QUERY

This matter is being referred to a staff attorney to protect the interest of the State. I shall keep you fully informed of the progress of this case.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

G. E. ROHDE
Assistant Counsel

FCMcK:dc
cc: W. C. Williams
Forrest Cooper
Robert Y. Thornton
Tom Edwards
Floyd Query
Dean Swift

RECEIVED
SEP 18 1961
FOR FILING

NOTED

RECEIVED
JUL 23 1959
LEGAL DEPT.

6

Oregon State Highway Commission
State Highway Building
Salem, Oregon

5541

Attention: County & City Relations Division

Federal Aid Project No. S-333(2)

Name of Project S. Unit Aid - Blizzard Gap Sec., FAS 6-99

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights of way or rights of entry for the above-referred to Federal Aid Project have been secured.

Dated at Lakeview, Oregon, this 21st day of July, 1959.

Lake County Court

E. H. Langslet
Judge

C. W. Ogle
Commissioner

J. D. Corum
Commissioner

RECEIVED
JUL 23 1959

RECEIVED
JUL 23 1959

RECEIVED
APR 20 1961
FOR FILING

5-333(2)

5541

To:

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 19, 1961

SUBJECT: East Unit, Adel-Blizzard Gap Section
Adel-Nevada State Line Road
Contract No. 5541

Mr. Leonard Lindas
Chief Counsel
OFFICE

Enclosed find copies of correspondence from the contractor and his attorney stating that it is their intention to press a claim in the amount of $163,381.82 on this project. Your letter of February 27, 1961 offered a settlement of $4,960 for all claims.

This now appears to be a legal matter. We have gone as far as we can go toward settlement. Please therefore handle the matter from here. Members of our staff will be available for conferences, etc. at your convenience.

Enclosed also are copies of Price Agreements No. 3 and 5 and monthly estimate no. 13. These are the contractor's copies and should be returned to him.

Tom Edwards
Construction Engineer

By
F. B. Klaboe
Field Construction Engineer

FBK:fp

Enc.

cc Forrest Cooper
R. L. Porter
C. H. Maison

NOTED
FORREST COOPER

RECEIVED
APR 20 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 18 1961
FOR FILING

2-333(2)

5541

April 17, 1961

Rhoten, Rhoten & Speerstra
Attorneys at Law
Pioneer Trust Building
Salem, Oregon

Attention: Mr. Geo. A. Rhoten

Gentlemen:

This is to acknowledge your letter of April 13 to which was attached a letter making claim for additional compensation in the amount of $163,381.82 on State Highway Contract No. 5541, awarded to Miller & Hutchins. The following papers were also attached: Contract payment voucher; Estimate #13 Final,in the amount of $9,253.98; price agreement #3; and price agreement #5, all concerning the same contract.

These papers and a copy of your letter are being forwarded to Mr. Tom Edwards, our Construction Engineer.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC Mr. W. C. Williams
Mr. L. I. Lindas
Mr. Tom Edwards

FQ:fp

RHOTEN, RHOTEN & SPEERSTRA
ATTORNEYS AT LAW
PIONEER TRUST BUILDING
SALEM, OREGON

GEO. A. RHOTEN
J. RAY RHOTEN
SAM F. SPEERSTRA
ERVIN W. POTTER
MYRON L. ENFIELD
WILLIAM B. WYLLIE

April 13, 1961.

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: Mr. Floyd A. Query

Re: East Unit Adel-Blizzard Gap Section
Adel-Nevada State Line Road
State Highway Contract No. 5541

Gentlemen:

I am not certain as to where this material should go and, therefore, we are sending it to Mr. Query with the direction that he route it to the proper party.

You are handed herewith:

(1) The original Miller & Hutchins Contractors, Inc. letter notifying you of the additional compensation claim of $163,381.82 with further references in the letter.
(2) The contract payment voucher together with the attached sheets.
(3) The monthly estimate consisting of three sheets.
(4) Price Agreement No. 3.
(5) Price Agreement No. 5.

Cost analysis data discloses costs totaling $468,187.11.

I will be happy to discuss this matter with any of your representatives. In this matter we are associated with Long, Neuner & Dole, attorneys of Roseburg, in representing the contractor.

Yours truly,

RHOTEN, RHOTEN & SPEERSTRA

By Geo A Rhoten

GAR:ej
Enc.

RECEIVED
APR 14 1961
FOR FILING
2-333(2)

5541

April 14, 1961

New Hampshire Insurance Co.,
Rathbone, King & Seeley
917 Board of Trade Bldg.,
Portland 4, Oregon

ATTENTION: Paige S. Tongue

Gentlemen:

You are hereby notified that a post-final payment will be made to Miller & Hutchins, Contractors, Inc., on contract #5541 for grading the East Unit of the Adel-Blizzard Gap Section of the Adel-Nevada State Line Road in Lake County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $307,175.79, including the post-final payment of $2,370.50. Of the total, $11,097.50 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Miller & Hutchins, Contractors, Inc.,
100 Grant Smith Road
Roseburg
Oregon

RECEIVED
MAR 3 1961

FOR FILING

2-333 (2)

5541

March 2, 1961

New Hampshire Insurance Co.,
Rathbone, King & Seeley
917 Board of Trade Bldg.,
Portland 4, Oregon

ATTENTION: Mr. Paige S. Tongue

Dear Sir:

State Highway contract #5541 for grading the East Unit of the Adel-Blizzard Gap Section of the Adel-Nevada State Line Road in Lake County was completed by the contractor, Miller & Hutchins Contractors, Inc., on September 8, 1960, and was formally accepted by the Highway Commission on September 29, 1960.

Final payment in the amount of $9,253.98 will be released to the contractor on or after March 13, 1961. The total contract amount is $304,805.29, of which amount $11,097.50 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Miller & Hutchins Contractors, Inc.,
100 Grant Smith Road
Roseburg
Oregon

RECEIVED
JAN 25 1961
FOR FILES

2-333 (2)

To: 5541

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 23, 1961

SUBJECT: East Unit, Adel-Blizzard Gap
Contract No. 5541

MEMO TO THE FILES

A meeting was held in the Construction Department offices Wednesday, January 18th to discuss the claims on this project. The following people were in attendance:

CONTRACTORS

Henry Miller
Thelmar Hutchins
Donald Dole, Attorney

BUREAU OF PUBLIC ROADS

Marvin Martin, District Engineer

STATE HIGHWAY DEPARTMENT

Tom Edwards, Construction Engineer
F. B. Klaboe, Field Construction Engineer
Frank McKinney, Attorney
Dean Swift, Division Engineer
Carl Williams, Resident Engineer

Under discussion were four claims, a request for an extension of time, and a proposal by the contractor to redeem losses incurred on the project in excess of $165,000 through some possible future court action. The six items listed above were discussed in the order I have used.

Claim No. 1 was for payment for additional finishing of roadbed and slopes and for rounding cutbanks through areas wherein slopes were laid back after they had been once excavated in order to obtain more material. It was agreed that the State Highway Department would pay for finishing roadbeds and slopes twice and for rounding cutbanks once. This total settlement will amount to approximately $1,000. The Resident and Division Engineers will handle the necessary documents to clear this claim up.

Claim No. 2 is for the extra work involved in re-pioneering the top of a cut area between Stations 887 and 925. This

NOTED
[illegible]

re-pioneering work was occasioned as a result of a line change to acquire more excavation material. It was agreed that the contractor would be paid on a force account basis for the repioneering work he actually did. This claim will also be finalized by the Division and Resident Engineers. It amounts to somewhere in the neighborhood of $800.

Claim No. 3 was for extra clearing of a borrow area. The borrow area was opened up in order to obtain more excavation material and complete the fills on the project. It was agreed at this discussion that the State would pay the contractor $200 per acre plus the time required to put a 'dozer blade on and later remove from a cat and the time required to move the cat to the borrow area from the project. Again, Resident Engineer Williams and Division Engineer Swift will handle the instruments to settle this claim.

Claim No. 4 is for rounding cutbanks. Simply stated, this claim amounts to a difference of opinion between the Division Engineer and the contractor as to what actually constitutes cutbank rounding. The contractor apparently went along the top of cuts with a Number 2 shovel and removed about a spade-full of earth. The Division Engineer states that this is not rounding and has refused to pay any rounding. The contractor states that the Resident Engineer was aware of the rounding he was performing and had once stated that it looked good. It was fairly well established that the Resident Engineer had made the statement that the rounding looked good, but had also made the statement that it was not rounding and has refused to pay for the work as rounding. He has paid for the material removed under the General Excavation unit bid.

Tom Edwards stated that he would make a personal trip to the job and decide whether the rounding was acceptable for payment as such.

The extension of time request is a request that has heretofore been disapproved on two occasions. The contractor was penalized 16 days at $160 per day for a total amount of $2,560. He has requested time on the basis that water was not paid for between the dates of April 6th and July 6th and, as a consequence of having no water during this period, he was able to perform at less than 60 per cent efficient production. Nothing new concerning this claim was presented. Nevertheless, the background and discussion left some question as to the correctness of the action the State has heretofore taken in denying the extension.

Tom Edwards stated that he would recommend that the extension be granted if the contractor would sign an agreement stating that he had no further claims or disputes agains the State Highway Department. In other words, if he would drop his vague hint about suing the State for the $165,000 he lost on the project. This settlement was not acceptable by the contractor at this time. He did state that he would think it over and, if he changed his mind, let us know at a later date.

The possibility of an action by the contractor against the State to claim his losses of $165,000 was not discussed to any extent. The contractor did not state what his reasons to support the demand would be. However, we feel that he would use as a reason the fact that the State refused to pay water during the period between April 6th and July 6th and, as a consequence, he suffered a high loss on the project. We feel that we are on very firm ground in this matter.

Tom Edwards
Construction Engineer

By
F. Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp:jw

cc Forrest Cooper
Frank McKinney
Dean Swift

Bureau of Public Roads
Attention Mr. M. E. Martin

RECEIVED

Pacific Concrete Co. Contracts

Contract 5568

	Date of Est	Amount	When paid
Estimate for ~~Sept~~			
Oct	10-10-60	11,165.00	Oct 31
Nov	11-10-60	5675.54	Dec 8
Dec	-0-	-0-	
Jan	-0-	-0-	
Total paid to Contractor		574,407.24	
Retained amount		31,166.67	

Jackson

Contract 5625

	Est No	Amount	When paid
Estimate for Oct	25778 (7) 10-17-60	10,288.45	
Nov	28873 (8) 11-21-60	44,900.82	
Dec	31140 (9) 12-21-60	93,539.66	
Jan	1540 (10) 1-17-61	38,462.74	not paid
Total paid to Contractor	$647,641.56		
retained amount	39,160.92		

Contract 5627

	Est No	Amount	When paid
Est for Oct	25771 (7) 10-17-60	15,537.39	
Nov	28898 (8) 11-23-60	40,287.65	
Dec	30798 (9) 12-16-60	18,798.88	
Jan	856 (10) 1-18-61	13,849.59	18th not paid
Total Pd to Contractor	$515,010.61		
Retained Amount	35,719.63		

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DEC 14 1960
FOR FILING
A-333 (2)

5541

December 13, 1960

New Hampshire Fire Ins. Co.,
Rathbone, King & Seeley
917 Board of Trade Bldg.,
Portland 4, Oregon

ATTENTION: Paige S. Tongue

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Miller & Hutchins, Contractors, Inc., on contract #5541 for grading the East Unit of the Adel-Blizzard Gap Section of the Adel-Nevada State Line Road in Lake County.

This payment, in the amount of $19,277.47, will be released to contractor on or after December 23, 1960. The retained percentage is $8,811.23.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Miller & Hutchins, Contractors, Inc.,
100 Grant Smith Road
Roseburg
OREGON

RECEIVED
DEC 6 - 1960

FOR FILING
2-333 (2)

5541

NOTED
W. G. WILLIAMS

November 22, 1960

Mr. Tom Edwards
Construction Engineer
State of Oregon
State Highway Department
Salem, Oregon

Subject: Appeal of Decision
Adel-Blizzard Gap Section
Contract No. 5541

Gentlemen:

With reference to your letter of November 15, 1960, we wish to appeal your decision on the following basis:

According to your letter, you quoted some yardage figures and we wish to show you that they are wrong and unfair. During the month of March, we moved 54,230 yards according to your Engineers Estimate, which by no means is accurate since, when the project was completed, we were paid on the basis of 391,000 yards, and after the remeasure a figure of 425,000 yards was used. However, using your monthly Estimates, should give you all the advantage. During the month of March, we were working in the rock, since there was considerable snow, part of the equipment worked a total of 22 days or 1466 yards per day with two D8 Cats, one D7 Cat, and one D9 Cat, and one Grader and one compressor and Air track, and there were four pulls on the job, or 366 yards per shift for haul equipment in the rock area.

The first week in April, we moved in some additional equipment, two 70 Cat Scrapers and 1 Compressor and Air Track, one new D8 Cat and one D7 Cat and two more Pulls. This made a total of six Pulls, 3 D8's, Two D7's, one D9, Two Compressors and two Air Tracks, one Grader and two Cat Scrapers, plus the service equipment. On April 8, 1960 Mr. Williams told me that we would not use any more water, although we quit hauling water on April 5th when the creek went dry.

We discussed using shale to hold the fills in place and make the project workable, and we discussed a price agreement and he said he would go to work on it. Also on April 8, 1960, Mr. Swift was on the project and they decided to make a line change and asked us to quit working in the area from Station 3[illegible]0 to the end of the job, until they could get it restaked.

During the month of April, we moved 91,900 yards according to the Estimate. In 21 working days with six haul rigs and two cats and Scrapers, making a total of 8 haul units, and two U Dozers, or 4376 yards per day. Figuring the U Dozers moved 400 yards per day each, leaving a balance of 3576 yards per day with eight haul units at 447 yards per day per unit. This was our best month as we were working in the shale area, about half of the time, and since there was some moisture in the ground, we got along fair although there was considerable Dust.

During the month of May, we had the same amount of Equipment until the 17th of May, then we started using a shovel and two rockers and four pulls instead of six. However, we kept the haul units on the shorter hauls.

COPY

Copy to Cooper

We moved 61,700 yards according to the Estimate.

The State Industrial Accident Commission asked us to get Respirators and goggles for all men on the equipment and also to space the equipment, which we did. The dust was so bad, and you have in your possession pictures that beyond a doubt prove this point, that we had to shut down three and one half days during the month of May. We worked 18 days and we moved an average of 3427 yards per day. An average of 324 yards per day per hauling unit, still figuring the same for the U Dozers. We were losing engines and brakes and units on the equipment from dust during this period.

During the first part of June, we moved in two more hauling units, two DW21's and later in the month a Cat number 12 Grader, this making ten hauling units. The estimate was for 57,700 yards. We worked 22 days during June and averaged 2622 yards per day, again figuring 400 yards per day on one U Dozer, we needed another dozer in the pit. With the additional haul units, we averaged 222 yards per day with the haul units.

On June 22, 1960, Mr. Williams informed me that the State would do nothing about placing shale on the fills to help hold the material in place and help the dust problem. Also during June, I was in Salem at least two times and I talked to you and requested that you come over and look things over. I also offered to fly you over to Adel and back so you could see the problem in the Dust. To the best of my knowledge, Mr. Swift was never on the project after April 8, 1960, and you were never on the project after that period, if at all, until after it was completed, and I am not so sure you have seen it since then.

June was a very miserable month, due to the dust condition and the cost of keeping things running. The pictures you have were taken the last of May and during June. When Mr. Williams told me there was nothing the State would do about the Dust problem, and that they wouldn't consider the shale to help out. I asked for a letter on the water shut down as of April 8, 1960, which he gave me and that date was June 22, 1960, as indicated by the date on the letter.

On June 29, 1960, the State Industrial Accident Commission gave us a Notice of Compliance as of July 6, 1960. We are enclosing a photostat copy of this letter, with our letter.

During July, we moved 9,670 yards according to the Estimate. On July 14, 1960, we started to move equipment out because we couldn't get enough water to finish and work with, although the token of water did help some. We moved out two haul units. They had worked the first part of the month, but discounting them, we still had eight haul units on the project. We worked 25 days altogether, but figure that half of the haul equipment was down during July, to be repaired due to Dust. That left four haul rigs and figure one U Dozer on finishing and cleaning up. We averaged 367 yards per day or 77 yards per shift per unit.

In August we moved 10,000 Yards and we worked 27 days. We moved the rest of the Pulls out in the middle of August. Figure we worked three haul rigs and two Cats and Scrapers the first 14 days, and the Cats and Scrapers the balance of the month. That would give us about 100 Unit working days during August or an average of 100 yards per day per unit.

COPY

Here again, there has to be a reason for this terrible slow down of production. All the fills had to be reshaped on June 30, 1960. I met Mr. Claybce and Mr. Williams at Lakeview to discuss the shut downs, and also the demands by the State Industrial Accident Commission. It was agreed and cleared that we would start hauling water on Force Account. Mr. Williams stated that water should have been used on the fills all the way up. Also, Mr. Williams stated that we would have to do considerable shaping on the fills. The price to be paid for the water truck and trailer was to be settled later since there was no rate in the Force Account book applicable.

On July 29, 1960, Mr. Williams tried to cut the water to one nine hour shift, of which I refused to comply. Please refer to his letter dated August 2, 1960, where he is "recinding" his letter of July 29, 1960. In this letter, paragraph two, Mr. Williams said "In order to expedite the completion of grading on the above named section, the State is willing to pay equipment rental as agreed in Extra Work Order No. 1, for two (2) Nine hour shifts per day until further notice."

In this letter Mr. Williams admitted the water would expedite the completion of the grading, but at the same time, he cut the water truck to two (2) Nine hour shifts from two (2) Ten hour shifts. In Mr. Williams letter dated August 10th, he cut the water truck to one nine hour shift per day. In other words, he cut the water off entirely after he had made a deal for two ten hour shifts to start with. This also delayed the completion of this project and greatly increased the costs.

Since the water did help, but was only a token and nowhere near enough, there was no reason to leave any more equipment on the project from the first of July until the middle of August, than what was needed to work on the finishing. After he cut the water to one nine hour shift, the Trucker quit the job since his expenses was too great in the Dust condition to make any money and the original agreement was for two Ten hour shifts. This made the finishing on the last thirty days very costly and disagreeable and slowed it up considerable.

Since the amount of water hauled to the project controlled the amount of Equipment for finishing, there should have been at least three or four water trucks hauling to supply the amount of water needed to comply with General Provisions Para. 2.14.18 to get the density.

The use of water for dust control and compaction of road beds was an essential element for the completion of this job when the original design and specifications were prepared, including the estimates on time required to complete the job. Inasmuch as water was denied during the dry months, hardship was placed upon the company in that due to unreasonable accumulation of dust, the vehicles on the job were compelled to run at a reduced speed and the production from the men on the job was considerably lessened. One example, we were compelled to space the vehicles at a greater distance apart for the safety of the men on the job, and one machine had to stop when they met in order for the dust to settle enough for them to pass each other.

This not only explains and fully justifies the reason why the job could not be completed, but we wish also to call your attention to the fact that due to the lack of water and it being withheld by your engineers, the fills and road bed were not compacted according to the agreement and the company has suffered a grevious loss due to unreasonable wear on its equipment.

COPY

Page 4
Adel-Blizzard Gap
Contract No. 5541

Under paragraph 1.9.5 and 1.9.6 of the General Provisions, the State must accept the responsibilities as we tried every way in the world to get along and work out the problems during the months of April and May and until the 22nd day of June when Mr. Williams informed me that there was nothing the State would do about it, including the shale. This was discussed for better than 2½ months. As in paragraph 1.8.6 "Delay forced upon the contractor by failure on the part of the State and its representatives to act promptly in the carrying out of its obligations and duties under the contract will be considered cause for waiving a part or all of the aforementioned reimbursement, only when and to such extent as such failure does actually prevent completion of the work within the specified time.

Further, you state that the contract we had with Central Paving for some 328,000 yards of excavation has some effect on the Adel job. You are entirely wrong. The Equipment from Adel went to Oakridge and from the middle of August until September 22, 1960, it moved 368,000 yards of embankment, all of which was an uphill haul. The equipment never left Adel until we no longer had any use for it there.

We feel sure that if you will consider all of the facts and be fair and equitable, you will see fit to grant the request for extra work days.

Very truly yours,

Henry H. Miller

Henry H. Miller, President
MILLER & HUTCHINGS, CONTRACTORS, INC.

HHM:ejm

Encl:

cc : W. C. Williams

RECEIVED
NOV 2 8 1960
OREGON
STATE HIGHWAY COMMISSION

COPY

FORM E-123-X 75M

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

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NOV 15 1960
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5-333(2)
5541

NOTE.
W. C. WILLIAMS

November 15, 1960

Miller & Hutchins Contractors Inc.
100 Grant Smith Road
Roseburg, Oregon

Attention: Mr. Henry H. Miller
President

Gentlemen:

A thorough study has been made of the penalty assessed to you for noncompletion of the East Unit, Adel-Blizzard Gap Section of the Adel-Nevada State Line Road. Several facts appear conclusive and substantiate our decision to assess this penalty.

You state that your production was reduced to less than 50% during the period of April 9 to July 6, 1960 through lack of water for dust control. However, we find that your production from the time of award of contract to April 9 was approximately 1,400 yards per day and that your production from April 9 to July 6 was in excess of 3,500 yards per day. We find further that your production from July 9 to the end of the completion of the work was approximately 1,300 yards per day. Your attention is also directed to the fact that on March 8, 1960, you entered into a subcontract with Central Paving Company in the amount of approximately $397,000 including as a major item 328,000 yards of excavation. It appears from our records that you started active progress on this contract at approximately the same time which you claim your progress on the subject project was reduced by lack of water for dust control.

In view of these facts, we must therefore sustain our original decision in which we recommended that the State Highway Commission deny your request for extra work days in which to complete the subject project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Tom Edwards
Construction Engineer

RECEIVED
NOV 16 1960
OFFICE OF
STATE HIGHWAY ENGINEER

TW:jk
cc: W.C. Williams

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5541

NOTED
W. C. WILLIAMS

November 15, 1960

Mr. Dean Swift, Division Engineer
State of Oregon
State Highway Department
Salem, Oregon

Subject: Claims for work ordered and completed
but not compensated for.
East Unit, Adel-Blizzard Gap Section
Adel-Nevada State Line Company Road
Contract Number 5541

Gentlemen:

On November 3, 1960, I went to Lakeview to discuss several items with Mr. Carl Williams. Please refer to your copy of the letter from Mr. Carl Williams dated November 4, 1960, and the three items listed.

Number 1- Payment on both sides "Refinishing of Roadbed and Slopes." In all layback areas this was allowed, but our discussion in the field at the time this was done, included double for item 6 and 7, which you have not lived up to.

Number 2- Payment under "Finishing Roadbed and Slopes" for Pioneer Road between Station 865 and 925. Not allowed. This was optional to whether it would be paid for under "Finishing Roadbed and Slopes" or Force Account Work. This layback between Station 865 and 925 on April 8, 1960, was discussed and I told Mr. Williams that I had no objection to moving out while it was being restaked, as long as we got paid for our wasted efforts. At that time I told him that we would settle for double on item 6 & 7, or on Force Account. Please refer to Mr. Carl Williams Diary on April 8, 1960. This item we are billing on Force Account is for the original pioneering which was entirely lost, because on at least two occasions, it was discussed with Mr. Williams on this basis. We should have done the re-pioneering on Force Account, since it took considerably longer to pioneer the area from Station 915 to 925, due to the additional elevation caused by the layback, with reference to 1.9.7 of the General Specifications. This work was ordered by yourself and Mr. Williams.

Number 3- Rounding cutbanks. Not allowed. Since Mr. Williams had told us on different occasions that the rounding looked good and that he liked it, we never dreamed it would be a problem.

Please refer to 1.9.9 of the General Specifications. Since this item number 7 was never cancelled or even discussed in that light, we hereby demand payment on the same basis as item one of this letter, it was difinitely discussed that we would get double payment for rounding cutbanks and finishing Roadbeds and Slopes in all layback areas, or on Force Account, which we would prefer.

Number 4- One other item not discussed with Mr. Williams on November 3, was the additional clearing for borrow areas and laybacks and seeding them, which was demanded by Mr. Williams. We will accept force account on this item, or a lump sum of $1500.00.

We would appreciate hearing from you as soon as possible, as this has been hanging fire too long now.

Very truly yours,

Henry H. Miller

Henry H. Miller, President
Miller & Hutchins, Contrs., Inc.

COPY

copy to Cooper

cc: Tom Edwards
Carl Williams
Highway Commission

RECEIVED
NOV 1[illegible] 1960
OFFICE OF
STATE HIGHWAY ENGINEER

November 15, 1960

Miller & Hutchins Contractors Inc.
100 Grant Smith Road
Roseburg, Oregon

Attention: Mr. Henry H. Miller
President

Gentlemen:

A thorough study has been made of the penalty assessed to you for noncompletion of the East Unit, Adel-Blizzard Gap Section of the Adel-Nevada State Line Road. Several facts appear conclusive and substantiate our decision to assess this penalty.

You state that your production was reduced to less than 50% during the period of April 9 to July 6, 1960 through lack of water for dust control. However, we find that your production from the time of award of contract to April 9 was approximately 1,400 yards per day and that your production from April 9 to July 6 was in excess of 3,500 yards per day. We find further that your production from July 9 to the end of the completion of the work was approximately 1,300 yards per day. Your attention is also directed to the fact that on March 8, 1960, you entered into a subcontract with Central Paving Company in the amount of approximately $397,000 including as a major item 328,000 yards of excavation. It appears from our records that you started active progress on this contract at approximately the same time which you claim your progress on the subject project was reduced by lack of water for dust control.

In view of these facts, we must therefore sustain our original decision in which we recommended that the State Highway Commission deny your request for extra work days in which to complete the subject project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Tom Edwards
Construction Engineer

TW:jk

Form E-1—(Rev.)—10M—2-59

S 322 (2)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 12, 1960

Section East Unit, Adel-Blizzard Gap

Kind of work Grading

Highway Adel-Nevada State Line Co. Road County Lake

Section prefix 519-1030

Contractor Miller and Hutchins, Contractors, Inc.

Contract number 5541

Date of contract November 5, 1959

Specified work days 120

Date work started October 21, 1959

Work days used 136

Project authorization $ 333,465.75

Per cent of time elapsed 113.3 %

Exclusive of engineering $ 298,465.75

Estimated cost of completed project, exclusive of engineering $ 304,805.29

Estimated per cent overrun or underrun over 2.12 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 23,713.12

Engineering cost to date $ 35,000, 147.6 %

Date project was completed September 8, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100 %	100 %	100 %				

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Location Data and Construction Data, including Semi-final Estimate and Project Cost Report, mailed to Division on The morning of Monday November 7, 1960.

Photographs taken during construction mailed to Division on the same day.

Henry Miller of Miller and Hutchins, Contractors, Inc. called on Monday November 7, 1960 after the Semi-final Data had been submitted. He requested that the job be " kept open" , obviously to permit the contractor to submit claims for additional Rounding of Cutbanks. This office told Mr. Miller to contact R.L. Porter, Office Engineer, in Salem.

This is the final Weekly Report for this Construction Project.

CONSTRUCTION DIVISION
RECEIVED
NOV 14 1960
NOTED-
NOTED
C. E. PAULSEN

NOTED

Signed Carl M. Williams

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.55				
Miles partially completed					
Miles completed	6.55				
Total estimated quantities (contract)	432,200 cy.				
Total quantities corrected to date	425,395 cy				
Estimated quantities moved or placed to date	425,395 cy				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	snow, rain		
Tuesday	fair		
Wednesday	fair		
Thursday	overcast		
Friday			
Saturday			

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OCT [illegible] 1960
FOR FILING
2-333(2)

5541

October 18, 1960

Miller & Hutchins, Contractors, Inc.
100 Grant Smith Road
Roseburg, Oregon

Attention: Henry H. Miller,
President

Gentlemen:

This is to acknowledge your letter of October 12, 1960, protesting the Commission's action in denying an extension of time on your Contract 5541 for work on the East Unit Adel-Blizzard Gap Section in Lake County.

Copies of your letter are being forwarded to Mr. W. C. Williams, State Highway Engineer, and to Mr. L. I. Lindas, Chief Counsel, for their information.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mb
cc: Mr. W. C. Williams
Mr. L. I. Lindas

Miller & Hutchins, Contractors, Inc.
100 GRANT SMITH ROAD
ROSEBURG, OREGON
PHONE OR 2-3376

Selmar A. Hutchins
Henry H. Miller

October 12, 1960

Floyd Query, Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon

Subject: Extension of Time
Contract 5541

Gentlemen:

We wish to appeal your decision, as stated in your letter of September 29, 1960, on the grounds that we stated previously.

Due to the fact that the Sprinkling was shut off by the State at the E. Unit Adel-Blizzard Gap Section on April 9, 1960, until July 6, 1960, we requested a time extension on this Contract, as our production was cut to less that 50%, and without the water, the fills wouldn't hold, and the dust condition was so bad that some of the men had to leave the job.

As stated on Page 2 of the Additional Special Provisions Federal-Aid Secondary Highway Projects "any delay in the prosecution of the work will inconvenience and be expensive to the traveling public, Obstruct traffic, interfere with and delay business or commerce.

This project does not interfere in any way with the above mentioned itemb as other work will have to be done starting at each end of this project in order to finish the road for general traffic.

We will have our attorney file a claim on our behalf in the near future.

Very truly yours,

Henry H. Miller

Henry H. Miller, President
Miller & Hutchins, Contractors, Inc.

cc: Carl Williams
Dean Swift
Tom Edwards
R. L. Porter
C. H. Maison

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FOR FILING
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5541

September 29, 1960

Miller & Hutchins Contractors, Inc.,
100 Grant Smith Road
Roseburg
Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 29, 1960, had under discussion your request for 30 additional workdays within which to complete your contract #5541 without the assessment of liquidated damages, for grading the East Unit of the Adel-Blizzard Gap Section of the Adel-Nevada State Line Road in Lake County.

A complete report concerning the matter was presented to the Highway Commission by the State Highway Engineer, and the Commission considered your request in light of all of the facts and circumstances disclosed in the report and in your request. After carefully reviewing all available information, the Highway Commission concluded that an increase in the number of workdays specified for the completion of the work was not warranted, and therefore denied your request.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: Dean Swift
Carl H. Williams
Tom Edwards
R. L. Porter
C. H. Nelson

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SEP [illegible] 1960
FOR FILING

S-335 (2)

5541

N

September 22, 1960

New Hampshire Fire Ins. Company
Rathbone, King & Seeley
917 Board of Trade Bldg.,
Portland 4, Oregon

ATTENTION: Paige S. Tongue

Dear Sir:

It is the intention of the State Highway Commission to release to Miller & Hutchins Contractors, Inc., a portion of the funds heretofore retained by the Commission on contract #5541 for grading the East Unit of the Adel-Blizzard Gap Section of the Adel-Nevada State Line Road in Lake County.

This payment, in the amount of $27,083.68, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $7,969.11. The present payment will be released on or after October 3, 1960.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

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FOR FILING

S-333(2)

5541

September 12, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 8, 1960, on Contract No. 5541, East Unit, Adel-Blizzard Gap Section, in Lake County, in connection with Federal Aid Project No. S-333(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

cc: Clarence G. Swenson

FORM E-123-X 75M 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

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STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 24, 1960

Oregon State Highway Commission

Request for Extension of Time
No. 1
Sept. 29-30 Meeting

Gentlemen:

The contractor on the East Unit, Adel-Blizzard Gap Section of the Adel-Nevada State Line Highway, Contract No. 5541, has requested an increase of 30 days in the number of workdays to complete the construction contract, without the assessment of liquidated damages.

The contractor in his plea states that his production dropped to below 50 per cent between the period from April 7 to July 6, 1960 due to the fact that the State Highway Department would not allow payment for sprinkling water to hold the fills and control the dust. Our specification form does not allow us to pay for sprinkling to control dust, particularly when no inconvenience to the traveling public or adjoining property owner results from said dust condition. It also prohibits us from paying for sprinkling to hold fills that are already completed. Sprinkling for both of these items is the obligation of the contractor to provide at his own expense. (Standard specification articles 1.7.15, 1.7.21, 2.12.1, 2.12.2, 2.12.3 and Additional Contract Provisions for Federal-Aid Secondary Highway Projects, Paragraph IV.)

As we did not stop the contractor from supplying water at his own expense and as we do not believe production dropped to below 50 per cent, it is recommended that we deny this request. The Bureau of Public Roads has been advised of the circumstances and concurs in this recommendation.

This matter will be on the agenda at the September 29-30 meeting.

Very truly yours,

ORIGINAL SIGNED
W. C. WILLIAMS

W. C. Williams
State Highway Engineer

RECEIVED 1959

Contract 5541 12 30 59

Monthly Transaction No. 1-7

Project Report No. S-333(2)

Fo -2
(9- 7)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

te **Oregon**

County **Lake**

Project No. **S-333(2)**

5541 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Approx. 9 miles east of Adel, easterly approx. 6.5 miles. (East Unit, Adel-Blizzard Gap Section)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	6-16-59	6.6
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 326,055	Federal funds $ 155,400

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
~~Deputy~~ State Highway Engineer
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ C. G. Polk
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **December 30, 1959**

USComm-DC 40257

December 23, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the E. Unit, Adel-Blizzard Gap Section, Project No. S-333(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:bb

November 20, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the East Unit, Adel-Blizzard Gap Section, Project No. S-333(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:jb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-333(2)

EAST UNIT, ADEL-[illegible] AND GAP SECTION OF THE
ADEL-NEVADA STATE LINE ROAD IN LAKE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 20, 1959

Type Code 0010
Roadway (Sta. 598+00 to Sta. 923+87.33=902+90.20)(Contract No. 5541)

Clearing and Grubbing	All	Required		$ 7,500.00
Drainage Excavation, Unclassified	1,260	cu. yds.	$ 4.00	5,040.00
General Excavation, Unclassified	432,200	cu. yds.	0.52	224,744.00
Short Overhaul	846,600	yd. stas.	0.01	8,466.00
Long Overhaul	18,800	C-yd. stas.	0.38	7,144.00
Finishing Roadbed and Slopes	6.55	miles	800.00	5,240.00
Rounding Cutbanks	14,000	lin. ft.	0.20	2,800.00
Sprinkling	360	M-gals.	5.50	1,980.00
18-inch Corrugated Metal Pipe	1,300	lin. ft.	4.75	6,175.00
24-inch Corrugated Metal Pipe	700	lin. ft.	8.50	5,950.00
36-inch Corrugated Metal Pipe	630	lin. ft.	14.50	9,135.00
60-inch Corrugated Metal Pipe	200	lin. ft.	30.00	6,000.00
84-inch Corrugated Metal Pipe	120	lin. ft.	52.00	6,240.00
	Subtotal			$296,414.00
	10% Engr. & Cont.			29,641.40
			Total	$326,055.40

Length of Roadway . . . . 6.552 Miles
Cost of Roadway Per Mile. . . . . $ 49,764.25

Federal Funds	$155,400.00
State Funds	51,800.00
County Funds	118,855.40
	$326,055.40

State Funds For Const.: Chap. 175, Laws 1917; Chap. 38, Laws 1920;
Chap. 529, Laws 1939
Funds For Maint.: Chap 529, Laws 1939

Note: Necessary funds have been deposited by Lake County with the Highway Department.

FORM E-12

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND

KENNETH N. FRIDLEY, MEMBER
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER

FORREST COOPER
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

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#23362)

5541

December 9, 1959

Miller & Hutchins, Contrs., Inc.,
100 Grant Smith Road
Roseburg
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5541, awarded November 5, 1959, for grading the East Unit of the Adel-Blizzard Gap Section of the Adel-Nevada State Line Road in Lake County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

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RECEIVED
NOV 13 1959
FOR FILING

S 333(2)

5541

November 12, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on October 21, 1959, on Contract No. 5541, E. Unit, Adel-Blizzard Gap Section, in Lake County, in connection with Federal Aid Project No. S-333(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
NOV -5 1959
FOR FILING

J 333(2)

5541

November 5, 1959

Miller and Hutchins Contractors, Inc.
100 Grant Smith Road
Roseburg, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5541 for grading on the East Unit, Adel-Blizzard Gap Section of the Adel-Nevada State Line Road in Lake County.

This award was based on your bid of $296,414.00 which was the low bid submitted to the Commission on October 13, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

Form A-150—5M—6-59

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NOV 4 1959

INVOICE

Oregon State Highway Department

SALEM, OREGON

Harold C. Ayers

Lake County
Lakeview
Oregon

Attn: County Court

Invoice No. 62653

Date November 2, 1959

Your Req. No.

Billing Request No. cc 532

Credit Distribution: 519-1030-297

East Unit, Adel-Blizzard Gap Section, FAS 699. Partial transfer of total costs, covered by agreement dated November, 1959.

Advance Deposit			$126,124.58
Deposit:	$121,000.00	Cash	
	5,124.58	Refund due. See cc-531	
	$126,124.58	Total, of which $25,000 is to remain in advance deposit fund	101,124.58
To be retained			$ 25,000.00

[illegible] QUEST

State Printing 21127

NOTED

NOTED
Harold C. Ayers

October 28, 1959

Lake County Court
Courthouse
Lakeview, Oregon

NOTED
V. R. JONES

NOTED
John F. Hagemann

Gentlemen:

This is to acknowledge receipt of a check in the amount of $121,000 which, when added to the refund due Lake County of $5,124.58, makes a total deposit of $126,124.58 in connection with the East Unit, Adel-Blizzard Gap Section of FAS 699.

A contract will be awarded for this project at the regular Highway Commission meeting on November 5 and 6, and a copy of the contract will be forwarded as soon as available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Ass't. County & City Relations Engineer

JFH:mm

NOTED

Salem, Oregon
October 28, 1959

NOTED
Harold C. Ayers

Mr. R. L. Porter
OFFICE

Advance Deposit
East Unit, Adel-Blizzard Gap Section
FAS 699, Lake County

NOTED
John F. Hagemann

NOTED
V. R. JONES

We have received this date Lake County's advance deposit of $126,000 in connection with the subject named project upon which bids were received October 13. This project is now clear for awarding of a contract at the Highway Commission meeting on November 5-6.

John F. Hagemann
Ass't County & City Relations Engineer

JFH:mm

cc: G. S. Paxson

NOTED
Harold C. Ayers

October 13, 1959

Lake County Court
Courthouse
Lakeview, Oregon

Gentlemen:

On October 13 a satisfactory bid was received from Miller & Hutchins Construction, Inc., of Roseburg for constructing the East Unit, Adel-Blizzard Gap Section of FAS 699. As per the agreement between county and state, the following advance deposit is required of the county prior to awarding of a contract:

Bid Items	$296,414.00
12½% Engineering & Contingencies	37,051.75
Estimated Total Cost----------------	$333,465.75
County Advance Deposit	
100% of all over $259,000	$ 74,465.75
20% of $259,000	51,800.00
Total-------------------------------	$126,265.75
Less refund due county on Horse Ranch-Fort Rock Section, FAS 414	5,124.58
REQUIRED CASH DEPOSIT---------------	$121,141.17 or say $121,000

5124.58

519-1030

Please make this deposit by means of a check or a warrant payable to the Oregon State Highway Commission in the amount of $121,000, forwarding same to this office. If the deposit is received prior to November 5, a contract will be awarded at the regular Highway Commission meeting on this date.

Recd.
10/27/59
Cont # 5541

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:cm

RECEIVED
NOV - 2 1959
FOR FILING
5-333(2)
55-41

Finance #279

Salem, Oregon
October 29, 1959

FAS Project Agreement
Lake County, FAS 699

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of a Cooperative Construction Agreement with Lake County covering the Adel-Blizzard Gap Section of FAS 699 in Lake County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Lake County.

Secretary

rn
Attach: 1

FORM E-30 9OM 11-58 12890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 7, 1959

To: Mr. P. M. Stephenson
OFFICE

SUBJECT: FAS Project Agreement
Lake County, FAS 699

Attached are three copies of an agreement covering the Adel-Blizzard Gap Section of FAS 699 in Lake County. Two copies have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 10/23/58.

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

(A)
2 COPIES TO
BE SIGNED

DATE October 22, 1958, Minute page 37
Floyd Query

RECEIVED
OCT 30 1959
FOR FILING
[illegible]
5541

October 29, 1959

County Court of Lake County
Court House
Lakeview, Oregon

Gentlemen:

We are enclosing for the records and files of Lake County a fully executed copy of a Cooperative Construction Agreement between the State Highway Commission and Lake County covering the Adel-Blizzard Gap Section of FAS 699 in Lake County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
NOV - 2 1959

FOR FILING
5-333(2)

5541

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 28, 1959

To: ~~Mr. R. L. Porter~~
OFFICE

SUBJECT: Advance Deposit
East Unit, Adel-Blizzard Gap Section
FAS 699, Lake County

We have received this date Lake County's advance deposit of $126,000 in connection with the subject named project upon which bids were received October 13. This project is now clear for awarding of a contract at the Highway Commission meeting on November 5-6.

John F. Hagemann
Ass't County & City Relations Engineer

JFH:mm

cc: G. S. Paxson

NOTED
G. S. PAXSON

NOTED
C. G. [illegible]

NOTED

NOTED
Harold C. Ayers

September 24, 1959

Lake County Court
Courthouse
Lakeview, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Adel-Blizzard Gap Section of FAS 699 upon which bids will be received October 13.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $362,000; however, the low bid received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest, with seal, and return both signed copies of the agreement to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the county's records. The signed agreements should be mailed so as to arrive in Salem not later than October 9.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

RECEIVED
SEP 11 1959
FOR FILING

p

September 10, 1959

Hon. C. H. Langslet
County Judge of Lake County
County Courthouse
Lakeview, Oregon

Dear Judge Langslet:

Mr. Forrest Cooper, Attorney, at Lakeview, called me this date and asked me to send you a letter outlining the position with respect to the East Unit, Adel-Blizzard Gap Section of the county federal-aid secondary road in Lake County.

Plans for this work are prepared, and in the normal course of events we would have called for bids during the month of August. Due to the fact that federal reimbursement for funds is not assured until action is taken by Congress, the State Highway Commission deferred contracting projects until the picture had clarified at the national level. It now appears that we will be able to proceed, probably on a "slow-ball" basis, and when we resume bid openings I am sure that this project will be in the first letting.

Very truly yours,

W. C. Williams
State Highway Engineer

FC:fn me

cc Mr. Forrest Cooper

FORM E-123-X 50M 6-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
R JONES

August 18, 1959

Hon. C. H. Langslet
County Judge of Lake County
Courthouse
Lakeview, Oregon

FAS 699

Dear Judge Langslet:

Mr. Hagemann has advised me of your telephone calls relative to status of the East Unit of the Adel-Blizzard Gap Section of the Winnemucca-to-the-Sea Road.

I am pleased to advise you that the plans on this section are complete, and when the Highway Commission is able to resume the calling for bids on federal-aid projects, this project will be in the first letting.

I am unable to advise you as to just when we may start regular lettings, but the present outlook in Congress is more favorable and we shall know one way or another within 30 days. We have a few isolated emergency projects on which we find it necessary to call bids (most of them not being federal-aid projects). Should you notice in the press a small bid letting on or about September 10, you will understand that it is for only a few emergency projects and is not a general letting of federal-aid projects. Your project cannot be included in this emergency letting.

Very truly yours,

ORIGINAL SIGNED
W. C. WILLIAMS

W. C. Williams
State Highway Engineer

WCW:mm

RECEIVED
AUG 1[illegible] 1959

cc Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. Clarence Swenson

NOTED NOTED

Salem, Oregon
August 17, 1959

Mr. G. S. Paxson
OFFICE

East Unit, Adel-Blizzard Gap Section
Winnemucca-to-the-Sea Road
FAS 699, Lake County

NOTED
V. R. JONES

Lake County Judge Langslet has called twice during the last ten days relative to the status of the subject named county FAS project.

He has indicated a very strong desire to have this project included in the first scheduled bid letting, if and when federal legislation is passed.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

NOTED
C. G SWENSON

July 24, 1959

NOTED
Harold C. Ayers

Lake County Court
Courthouse
Lakeview, Oregon

[illegible]
[illegible]

NOTED
V. R. JONES

Gentlemen:

This is to acknowledge receipt of a certification that all right-of-way or rights-of-entry as required for the East Unit, Adel-Blizzard Gap Section of FAS 699 (Winnemucca-to-the-Sea) has been obtained. A copy of this certificate is being returned for the county's records.

As you have probably read in the newspapers, the Highway Commission has been forced to postpone all bid lettings from July 21 on until such time as Federal highway legislation is enacted that will insure availability of Federal funds for participation in Federal-aid projects. As soon as such legislation is passed our bid lettings will be rescheduled and the East Unit, Adel-Blizzard Gap project will be included in the first scheduled letting.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

RECEIVED
JUL 28 1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 24, 1959

To: Mr. G. S. Paxson ✓
OFFICE

SUBJECT: East Unit, Adel-Blizzard Gap Section
FAS 699, Lake County

Attached is a copy of a right-of-way certification signed by the Lake County Court in connection with the subject named project.

John F. Hagemann
John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

NOTED
G. S. PAXSON

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 23 1959

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 24, 1959

To: Mr. G. S. Paxson ✓
OFFICE

SUBJECT: East Unit, Adel-Blizzard Gap Section
FAS 699, Lake County

Attached is a copy of a right-of-way certification signed by the Lake County Court in connection with the subject named project.

John F. Hagemann
John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

NOTED
G. S. PAXSO

RECEIVED
[illegible] 1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED

RECEIVED
JUL 23 1959
LEGAL DEPT.

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County & City Relations Division

Federal Aid Project No. S-333(2)

Name of Project E. Unit Adel - Blizzard Gap Sec, FAS 699

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights of way or rights of entry for the above-referred to Federal Aid Project have been secured.

Dated at Lakeview, Oregon, this 21st day of July, 1959.

Lake County Court

E. H. Langslet
Judge

C. W. Ogle
Commissioner

J. D. Crum
Commissioner

RECEIVED
JUL 23 1959

RECEIVED
JUL 23 1959

RECEIVED
FORM E-30X—50M—6-58—13046
JUN 17 1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 15, 1959

SUBJECT: East Unit, Adel-Blizzard Gap Section
FAS 699, Lake County

To: Mr. R. L. Porter
OFFICE

The Lake County Court advised by telephone this date that it was the County's wish that we proceed with the subject named project as presently designated. This involves a 6.6 miles section at an estimated cost of $352,000. There is a total of $257,000 (includes federal, state, and county funds) of FAS funds available for this project with the balance to be paid entirely by the County.

John F. Hag
John F. Hagemann
Assistant County and City Relations Engineer

JFH:mm

cc: G. S. Paxson
Tom Edwards

NOTED

NOTED
V. R. JONES

NOTED
C. G. SWENSON

June 15, 1959

NOTED
Harold C. Ayers

NOTED
JOHN D. GRAHAM

Lake County Court
Courthouse
Lakeview, Oregon

Gentlemen:

Enclosed are four copies of an option covering right-of-way to be acquired from O'Keeffe & Sons in connection with the Greaser Canyon-Blizzard Gap Section of the Adel-Nevada State Line Road. Also enclosed are two copies of a center line description of that portion of the section through government lands. Under separate cover five copies of a map showing the location of the property involved are being forwarded.

The right-of-way from O'Keeffe & Sons can be obtained by direct negotiation with the owners. It is believed right-of-way through unreserved federal lands could be obtained under the provisions of Section 2477, Federal Revised Statutes, by establishing the road by appropriate resolution proceedings, which proceedings should set out the various widths of right-of-way required as contained in the enclosed center line description.

The above method would, of course, apply only to the unreserved federal lands. Various mining claims would either have to be negotiated with the mining claim owners or proper steps taken to have these claims declared invalid.

It is suggested you consult your legal advisor, the Lake County District Attorney, on this matter. When, in the advised opinion of the County Court, all rights-of-way have been obtained, please advise this office by means of a letter signed by the Court.

In accordance with federal regulations we will be unable to award a contract on this project until we can certify that all right-of-way has been obtained. It would be appreciated if you would keep this office posted on the progress of the right-of-way negotiations.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
enc.

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 15, 1959

NOTED
C. G. SWENSON

SUBJECT: 30215
Greaser Canyon-Blizzard Gap Sec.
Adel-Nevada State Line Highway

To: Mr. C. G. Swenson
County & City Relations Engr.
OFFICE

Attached you will find 2 copies of a description covering right of way to be acquired in connection with Greaser Canyon-Blizzard Gap Section of the Adel-Nevada State Line County Road in Lake County. This contract is scheduled for letting in September, 1959, or later.

Maps covering this area were sent to you on June 8, 1959.

File No.	Name	Area
30215	United States Government	144.0 Acres

E F Saling
EARL F. SALING
Right of Way Office Manager

AC:jm
encls. 1 Descriptions

cc: Dean Swift
Harold Brainerd

FORM E-30E—60M—6-56—13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
JUN 1[illegible] 1959

Salem, Oregon
June 12, 1959

SUBJECT: Acquisition of Rights-of-Way by County on Unrserved Public Lands

To: Mr. G. E. Rohde
Assistant Counsel
OFFICE

NOTED

Reference is made to your letter of June 10, 1959, regarding the above titled matter.

Under the circumstances I do not believe that either ORS 368.55 or ORS 368.415 are applicable.

If the right-of-way for the highway is acquired under §17 of the Act of November 9, 1921 (U.S.C.A., Highways § 18), the application must be made by the State Highway Commission. This requirement is clearly set out in § 244.55 in Circular 1915, issued by the Bureau of Land Management, Reprint of August 5, 1955, which reads as follows:

> "Filing of application. Where a right-of-way is desired under the provisions of section 17 of the act of November 9, 1921, and the amendment or supplements thereto, for any of the purposes mentioned in § 244.54, an application and maps should be filed in the manner prescribed in §§ 244.3 and 244.6 (a). Such application should be filed by the State highway department of the particular State and not by any political subdivision of the State. No application will be received by the Bureau for rights-of-way affecting lands entirely within a national forest or an Indian reservation."

The only method left would be for the County to proceed under U.S.C.A. Title 43, Public Lands § 932 which reads as follows:

> "Right of way for highways. The right of way for the construction of highways over public lands, not reserved for public uses, is hereby granted. (R.S. § 2477.)"

I have gone through the annotations to this section and do not find that any specific width of right-of-way is set out. However, in the annotation with regard to the case of Bishop v. Hawley (1925) 238 P. 284, 33 Wyo. 271, states: "Highway established by public user under grant of undefined easement over public lands by this section, must be only of reasonable width necessary for use of public generally by way of well-defined line of travel." This relates only to a right by user, but it is my opinion that where the road is established by resolution of the County Court the width of right-of-way considered necessary by the County will be determinative in the absence of any abuse of discretion.

Circular 1915, §§ 244.57 and 244.58 reads as follows:

> "§244.57 Statutory authority. R. S. 2477 (43 U.S.C. 932), grants rights-of-way for the construction of highways over public lands, not reserved for public uses.
>
> §244.58 Effective date and extent of grant. (a) Grants of rights-of-way referred to in the preceding section become effective upon the construction or establishment of highways, in accordance with the State laws, over public lands, not reserved for public uses. No application should be filed under R. S. 2477, as no action on the part of the Government is necessary."

Summing it up, it appears that the County involved should proceed to establish the road by appropriate resolution proceedings, which proceedings should set out the various widths of right-of-way required. This of course will be operative only upon unreserved public lands. I believe that the status of these lands can be secured from the Bureau of Land Management. It would appear that, after the legal establishment of the highway, construction can proceed without further formalities.

J. W. DeSOUZA
Assistant Counsel

JWD/ks

cc: L. I. Lindas
J. F. Hagemann

FORM E-30X—80M—6-58—13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
June 10, 1959

NOTED
C G [illegible]

SUBJECT:

To: Mr. J. W. DeSousa
Chief, P.U.C. & R.R. Section
OFFICE

RECEIVED
JUN 10 1959

A problem with respect to a county acquiring rights of way for construction of a county road over public lands of the United States has been posed by Mr. Hagemann of the County and City Relations Division. It seems that our Department is preparing the description of the center line and the maps for construction of a new county road to be constructed as a Federal Aid project. Evidently the project calls for the county acquiring its own rights of way, part of which will be over public lands of the United States.

Part of the problem was whether or not the county could, in its own name, make application for rights of way over such public land. Under appropriate Acts of Congress and ORS 368.555 it is my opinion that the county could so do.

The other problem had to do with the width of right of way that could be acquired across the public land. An examination of the aforementioned statute will reveal that the Legislature has authorized the several counties to accept grants of right of way for highways over public lands of the United States. However, it is specified that such rights of way shall not be less than thirty feet, nor more than eighty feet in width. It seems that in the project planned it is something in excess of eighty feet and in fact in many cases could not possible be built within such a limit because of the terrain.

The Legislative history of ORS 368.555 indicates that it was enacted as Section 24 of Chapter 295, Laws of 1917. It also appears that the Legislature at the same session specified that all county roads would be not less than thirty nor more than eighty feet in width. Since that date the Legislature has in several instances changed the specified width of right of way for county roads; the last time being during the 1951 Legislative session, at which time the Legislature adopted an Act which is now ORS 368.415 specifying that all county roads established after August 2, 1951 shall be of such width as the County Court shall determine, which width, however, shall be not less than fifty feet.

The question in my mind is whether in enacting in 1951, ORS 368.415, there was an implied amendment of ORS 368.555 which has only to do with accepting grants of rights of way across public land. Your views on this matter would be appreciated.

G. E. ROHDE
Assistant Counsel

GER:hg/jmm

cc: Mr. L. I. Lindas
Mr. John F. Hagemarn
Assistant County and City Relations Engineer

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

MEMO TO J. W. NASH
6/9/59

FAS 699, LAKE COUNTY ✓

TERMINI: From Greaser Canyon approximately 9 miles east of Adel, easterly to Blizzard Gap approximately 20.5 miles west of the Lake-Harney County Line. (East Unit, Adel-Blizzard Gap Section)

PROPOSED WORK: Grade and drain only.

PROJECT LENGTH: 6.55 miles.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$300,000	$154,200	$51,400	$94,400 (County)

EXISTING FACILITY: No existing road.

ADJACENT SECTIONS:
WEST END: FAS route located only. Existing 10' wide bulldozer constructed road can be utilized temporarily until FAS location is constructed.
EAST END: Under construction by Lake County to a 38' wide subgrade with temporary rock and gravel wearing surface.

PROJECT DATA: Grade and drain through a 38' wide subgrade. Final design for future construction will provide a 22' wide type O-11 oil mat wearing surface with 4' shoulders. Temporary rock or gravel wearing surface will be placed to provide a useable road.

ROW WIDTH:	160' Minimum
MINIMUM DESIGN STANDARDS:	No ~~Exe~~ Exceptions
ACCESS CONTROL:	None
RR XING:	None
SYSTEM ACTION:	None Required
PUBLIC HEARING:	None Required
UNUSUAL ~~X~~ OR COMPLICATED SITUATIONS:	None

FAS 699 when completed will serve as a direct connection between the Lakeview area in Oregon and the Winnemucca area in Nevada saving approximately 150 miles over existing improved routes between Lakeview and Winnemucca.

JFH:cg

FORM E-20 50M 11-58 15880

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 8, 1959

NOTED
[illegible]

SUBJECT: OPTION
Greaser Canyon-Blizzard Gap
Adel-Nevada State Line

To: Mr. C. G. Swenson
County & City Relations Engr.
OFFICE

Attached you will find 1 original option form in quadruplet covering right of way to be acquired in connection with Greaser Canyon-Blizzard Gap Section of the Adel-Nevada State Line Highway in Lake County.

Please return to the Right of Way Department a copy of each signed option to inform the Highway Engineer the conditions, if any, on the transaction.

We are forwarding under separate cover five prints of map No. 8B-15-1 covering this area and bearing our date of June 8, 1959.

File No.	Name	Area
30173	O'Keeffe & Sons	8.25 acres

E F Saling
EARL F. SALING
Right of Way Office Manager

AC:m
encl. 1 Option

RECEIVED
JUN 9 1959
ENGINEER
COUNTY & CITY RELATIONS

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

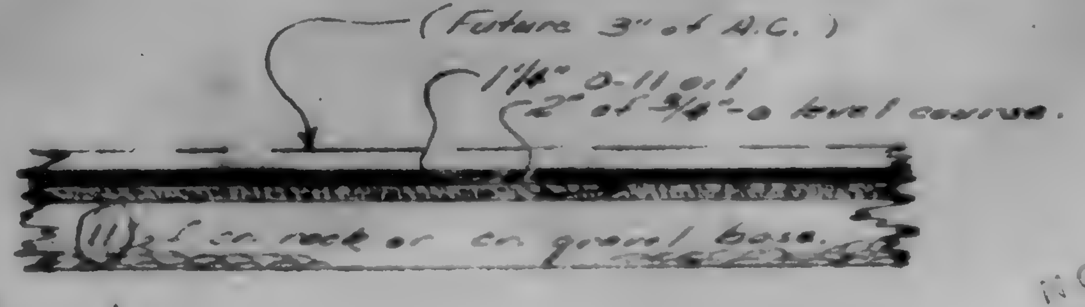
NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

tion Adel-Nevada State Line   Highway Winnemucca to the Sea   County Lake & Harney   Profile 579-1450

Engr. Carl Williams   Approx. Length of Project 38 Miles.   Sta. ______ to Sta. ______   Date 4-13-59

Frost Penetration - Not considered a factor.   **TYPICAL SECTIONS**   Traffic Classif. (Anticipated) - Medium - Heavy



① Typical Soil - Loam
36 LL
8 PI
32 % Silt
22 % Clay
25 R-Value

NOTED
JOHN D. GRAHAM

NOTED
V. R. JONES

NOTED

Note:
The surfacing thickness is based on typical soil only. Rock will be encountered throughout the job, and by proper placement will further strengthen the subgrade.

Required Base & Wear		Designed Base & Wear	
Crushed	Not Crushed	Exist. Surf. Allow.	New Work
—	Future	—	3
			4
			2
			1
			4½
.5			17½

RECEIVED
APR 24 1959

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

Submitted by H. L. Derber
Staff Assistant
[redacted]

Recommended by G. W. Harra
Engineer of Materials

Recommended by
Construction Engineer

Approved by
Deputy State Highway Engineer

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

FORM E-123-X 37.5M 10-58

Not agenda letter

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 25, 1959

X-ref to: FAS 699, Lake Co
S-333(2)

Oregon State Highway Commission

Gentlemen:

The matter of the Adel-to-the-Nevada State Line section of the so-called Winnemucca-to-the-Sea routing is sooner or later going to require definite declaration by the Highway Commission as to the Commission's future policy. As of now, Lake County is spending what I consider an extremely large amount of money for a county with the limited funds of Lake County. The County is expending on the grading of the Adel-Nevada State Line section, which is 36.5 miles in length, some $600,000 of its own moneys which it has accumulated from timber sale receipts principally. In addition, a contract will be let very shortly for an additional $350,000 of federal-aid secondary (county) funds, a portion of which Lake County has borrowed from Klamath County and will pay back two years hence. All in all then, Lake County will have almost $1,000,000 invested in this section of highway. See Hwy #31, Lake Co, Rd Swap Agree & Res # 65, dated 9/15/61

The County now takes the stand that it can see its way clear to furnish the grading, and it is doing a very fine job, as you could see by the pictures shown to you recently by the Lake County people. It, however, acknowledges that it is not financially able to surface and maintain the road after the grading is completed. It is asking that the Highway Commission now give assurances that when the grading is completed the State will take the section over as a secondary state highway (it is now a federal-aid county road), complete the surfacing as funds become available, and maintain the road. The original estimated cost of the entire section was $2,600,000, and, upon the completion of the County's grading portion, there will remain approximately $1,600,000 to $1,700,000 for completion of the highway in its entirety. X

This road is in rather peculiar status, in that it connects to the Nevada state highway at the Nevada line and to the Oregon state secondary highway at Adel. While at this time it is difficult to anticipate any large amount of traffic, it is at the same time in one of those categories where it is practically impossible to determine what traffic might be generated if it had a through route from Winnemucca to the west. The route when completed will effect a saving of 150 miles in distance between Winnemucca and Lakeview over any other improved route. The same savings in distance, of course, would

HCW

apply in the southern parts of the state such as Klamath Falls, Medford, Grants Pass, et cetera. It is my belief that this routing does have a place in the state highway system, and I would suggest that you give consideration to advising the County that when it has completed the grading to the survey standards prescribed by the State the State will take the highway over as a state secondary highway.

This letter is being written now for information purposes and it will not be an agenda item as I question whether too much newspaper publicity should be given at this time. It may be, however, that you would wish to discuss the matter informally, looking toward some formal action at a later date.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:ms

10-7-58

LAKE COUNTY
PROPOSED PROJECT

[illegible]

FAS 699 - Adel-East, Grading, $255,000. This section will be on the "Winnemucca to the Sea" route presently being located. When the final location has been determined a section or sections will be selected for construction with the funds shown above.

Design details will also be determined after preliminary engineering data has been developed.

58-g
10/7/58

10/23/58: Comm approved

FORM E-133-X 25M 5-58

4-0

Approved
10-23-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 8, 1958

Oregon State Highway Commission

RECEIVED
OCT - 9 1958

Gentlemen:

The County Courts of Lake and Klamath Counties have agreed that the sum of $ 5,000 in FAS county road funds which would normally be allocated to Klamath County in the 1960 apportionment is to be transferred to Lake County for expenditure on the "Winnemucca to the Sea" Road. This $75,000 is to be transferred back to Klamath County in the 1962 federal aid secondary (county road) allocation of funds.

Under the rules of the Bureau of Public Roads, one-half of the secondary funds is apportioned to county roads and this apportionment among the counties has been made in accordance with an agreement approved by the Association of Oregon Counties. I do not see any objection to this transfer; however, we should advise both counties that we can not guarantee any continuation of the county road secondary funds as this is determined by the Congress and that, should such funds not be available, any adjustments of the county expenditures would be a matter to be handled entirely by the two county courts.

Subject to the above, I would recommend your approval of the proposed transfer. I attach hereto a copy of the joint letter from the county courts concerning the matter.

Very truly yours,

ORIGINAL SIGNED
W. C. WILLIAMS

W. C. Williams
State Highway Engineer

Enclosure

GSP:gm:ar

cc to: G. S. Paxson
C. G. Swenson
C. H. Maison

NOTED
C. G. SWENSON

NOTED
V. R. JONES

N[illegible]D
Harold C. Ayers

Salem, Oregon
October 3, 1958

Mr. G. S. Paxson
OFFICE

Exchange of FAS Funds,
Klamath and Lake Counties

File FAS 699, Lake Co.

NOTED
John F. Hagemann

NOTED

Attached is a copy of a letter agreement signed by Klamath and Lake Counties covering exchange of funds as per my letter to you dated October 1.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

Oregon State Highway Department
State Highway Building
Salem, Oregon

Attention: County and City Relations Division

Gentlemen:

By this letter the members of the County Courts whose signatures appear below request and authorize the Highway Department to make the following exchange of funds between the counties involved:

> Transfer from Klamath County to Lake County fiscal year 1960 FAS funds available to Klamath County totaling $75,000, (includes Federal, state, County portions)
>
> Transfer from Lake County to Klamath County fiscal year 1962 FAS funds totaling $75,000 when said fiscal year 1962 funds become available. In the event Lake County's apportionment of fiscal year 1962 funds does not total $75,000, sufficient FAS funds will be transferred from Lake County's apportionment of fiscal years funds immediately following fiscal year 1962 until a total transfer of $75,000 has been made.

The sums shown above represent total funds, including federal, state, and county funds. Required county matching funds will be furnished by the county utilizing the funds.

APPROVED Oct 1, 1958

KLAMATH COUNTY COURT

C H Mack
Judge

Commissioner

Jerry Rogers
Commissioner

APPROVED 26th Sept, 1958

LAKE COUNTY COURT

C H Kampelt
Judge

C. W. Ogle
Commissioner

J. D. Conn
Commissioner

Salem, Oregon
October 1, 1958

Exchange of FAS Funds
Klamath and Lake Counties

Mr. G. S. Paxson
OFFICE

In an endeavor to push the "Winnemucca to the Sea," FAS 699, construction to completion at as early a date as possible, the Lake and Klamath County Courts have reached an agreement wherein Klamath County will advance $75,000 (total funds including federal, state, and county funds) of its apportionment of fiscal year 1960 funds to Lake County with the understanding that Lake County will make an equivalent amount of fiscal year 1962 funds available to Klamath County two years from now.

While this is a rather unusual procedure I can see no particular reason for the state to object if the counties concerned are in agreement.

Klamath County is of the opinion that early completion of FAS 699 from Nevada to Adel is of as much importance to Klamath as Lake County. Also, the county has no projects urgently in need of construction within Klamath County.

Due to the isolated nature of the "Winnemucca to the Sea" route there would be a definite economic advantage in increasing the size of any project contracted on the route. The above proposal would permit a contract for a total cost of $255,000.

The state's primary function in this matter would be as a bookkeeper on the transaction and this would be a relatively simple matter as we are already handling similar situations under our present policy and procedure which permit counties to double up on their apportionments for any two-year period.

It is anticipated that a formal request for this transaction in the form of a signed letter agreement similar to that attached will be forwarded to this office in the near future.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

NOTED
C. G. SWENSON

NOTED
V. R. JONES

NOTED
Harold C. Ayers

September 23, 1958

Lake County Court
Courthouse
Lakeview, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed are four copies of a letter agreement exchanging $75,000 (Total funds, including federal, state, and county funds) of fiscal year 1960 FAS funds available to Klamath County for an equal amount of fiscal year 1963 FAS funds which are expected to be available to Lake County in approximately two years. This is in accordance with the agreement reached by both County Courts at the district meeting at Lakeview on September 17.

If satisfactory, please sign and either return all four signed copies to this office, or forward them to Klamath County for signature. If you return all copies to this office we will contact Klamath County for its signature and return one fully executed copy for your records. If you forward them directly to Klamath County, have Klamath County retain one fully executed copy, forward one to Lake County, and return two signed copies to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

NOTED
C. G. SWENSON

NOTED
V. R JONES

RECEIVED
OCT - 2 1958
ENG[illegible]R
COUNTY [illegible]TIONS

NOTED
John F. Hagemann

NOTED
Harold C. Ayers

BN
BND ACG 2 10-1-58 345P

DEAN SWIFT

MEETING WITH LAKE COUNTY COURT HAS BEEN SCHEDULED FOR 9:00 AM
TUESDAY OCT 7TH IN SALEM TO DISCUSS "28,,3.7::-XXXXXX"WINNEMUCCA
TO SEA" ROUTE HOPE TO SETTLE SECTION TO BE CONTRACTED

JOHN F HAGEMANN
COUNTY AND CITY RELATIONS DIVISION

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

FORM E-30X—37,800—8-57—1477

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 22, 1958

To: Mr. G. S. Paxson
OFFICE

SUBJECT: Exchange of Funds
Douglas & Lake Counties

File fas 609

Copy

Attached is a letter agreement executed by Douglas and Lake Counties covering the exchange of D (Crash) funds and regular FAS funds.

Each county has a fully executed copy and we have retained one in this office. The attached copy should probably be placed in our general files.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

[illegible]
the signed copy of
[illegible] agreement

September 15, 1958

Hon. C. H. Langslet
Lake County Judge
Courthouse
Lakeview, Oregon

Dear Judge Langslet:

Enclosed are four copies of a letter agreement between Lake and Douglas Counties covering the exchange of regular FAS funds for D (crash) funds.

It would be appreciated if you would take this matter up with your Commissioners and if satisfactory please sign three copies and return them to this office. One copy may be retained by you for your records.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

CGS:[redacted]
Encl.

NOTED
C. G. SWENSON

Oregon State Highway Department
State Highway Building
Salem, Oregon

Attention: County and City Relations Division

Gentlemen:

By this letter the members of the County Courts whose signatures appear below request and authorize the Highway Department to make the following exchange of funds between the counties involved:

Transfer from Lake County to Douglas County DS funds totaling $27,000.

Transfer from Douglas County to Lake County regular FAS funds totaling $27,000.

The sums shown above represent total funds, including federal, state, and county funds. Each county shall furnish county matching funds in the amount required for the type of funds used by that county.

APPROVED Sept 17, 1958	APPROVED Sept 12, 1958 *
LAKE COUNTY COURT	DOUGLAS COUNTY COURT
Judge	Judge
Commissioner	Commissioner
Commissioner	Commissioner

* See $40,000, Douglas Co.
for signed copy

NOTED
V R JONES

NOTED
Harold C. Ayers

FORM E-90X—37,500—3-57—1477

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 14, 1958

NOTED
John F. Hagemann

SUBJECT:

Revision of County DS Project
FAS 699
Lake County

To:

Mr. Tom Edwards
OFFICE

RECEIVED
JUL 17 1958
COUNTY & [illegible]

Due to a revision in the survey and construction schedule for FAS 699 (Winnemucca-to-the-Sea) in Lake County the project for Bates Slough Bridge approved June 19 for construction with $27,000 of DS funds is to be cancelled and the $27,000 added to regular FAS funds in grading a section to be selected between the Nevada State Line and Guano Valley in FAS 699.

As soon as this section of the survey has been completed it will be necessary to meet with the Lake County Court and select a portion for contracting. This should be accomplished as soon as possible so that the December 1 contracting deadline for DS funds could be met. A total of approximately $175,000 would be available for such a project.

Forrest Cooper
Forrest Cooper
Deputy State Highway Engineer

JFH:be
cc: G. S. Paxson
Dean Swift
Ivan Merchant
C. G. Swenson ✓

NOTED
JOHN D GRAHAM

NOTED

Salem, Oregon
July 14, 1958

Revision of County DS Project
FAS 699
Lake County

Mr. Forrest Cooper
OFFICE

On June 19 the Highway Commission approved $27,000 of DS funds for the Bates Slough Bridge on FAS 699 in Lake County. FAS 699 is the so-called "Winnemucca-to-the-Sea" route. At the time the bridge was programmed there had been no definite location established for this route and it was the general belief that it would be a good many years before it was located and constructed. For this reason it was thought that we could program on the existing road (which includes the Bates Slough Crossing) in so far as there was such a road.

As you know there have been developments since that time which have resulted in a survey being started which will cover the entire section between Adel and the Nevada State Line in the near future. In view of this the Bureau of Public Roads would no doubt refuse to approve a project such as the Bates Slough Bridge unless we could assure that this would be on the ultimate routing.

As a result of the above I contacted Judge Langslet and he advised he would leave it up to us to use Lake County's DS funds in the most advantageous manner to expedite construction of the "Winnemucca-to-the-Sea" route. It is recommended that the $27,000 of DS funds available to Lake County be shifted from the bridge and added to regular FAS funds for grading one of the more difficult sections which are presently being surveyed. This would result in a project totaling approximately $177,000 ($27,000 DS Funds and $150,000 fiscal year 1960 and 1961 FAS Funds) which could be contracted as soon as the survey from the Nevada State Line to Guano Valley is completed and the section to be contracted selected.

Attached is a suggested letter to Mr. Edwards making this change. The entire matter, of course, would be presented to the Highway Commission when more details are available.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:be

NOTED
C. G. SWENSON

PROPOSED PROJECT (County DS Funds)
LAKE COUNTY

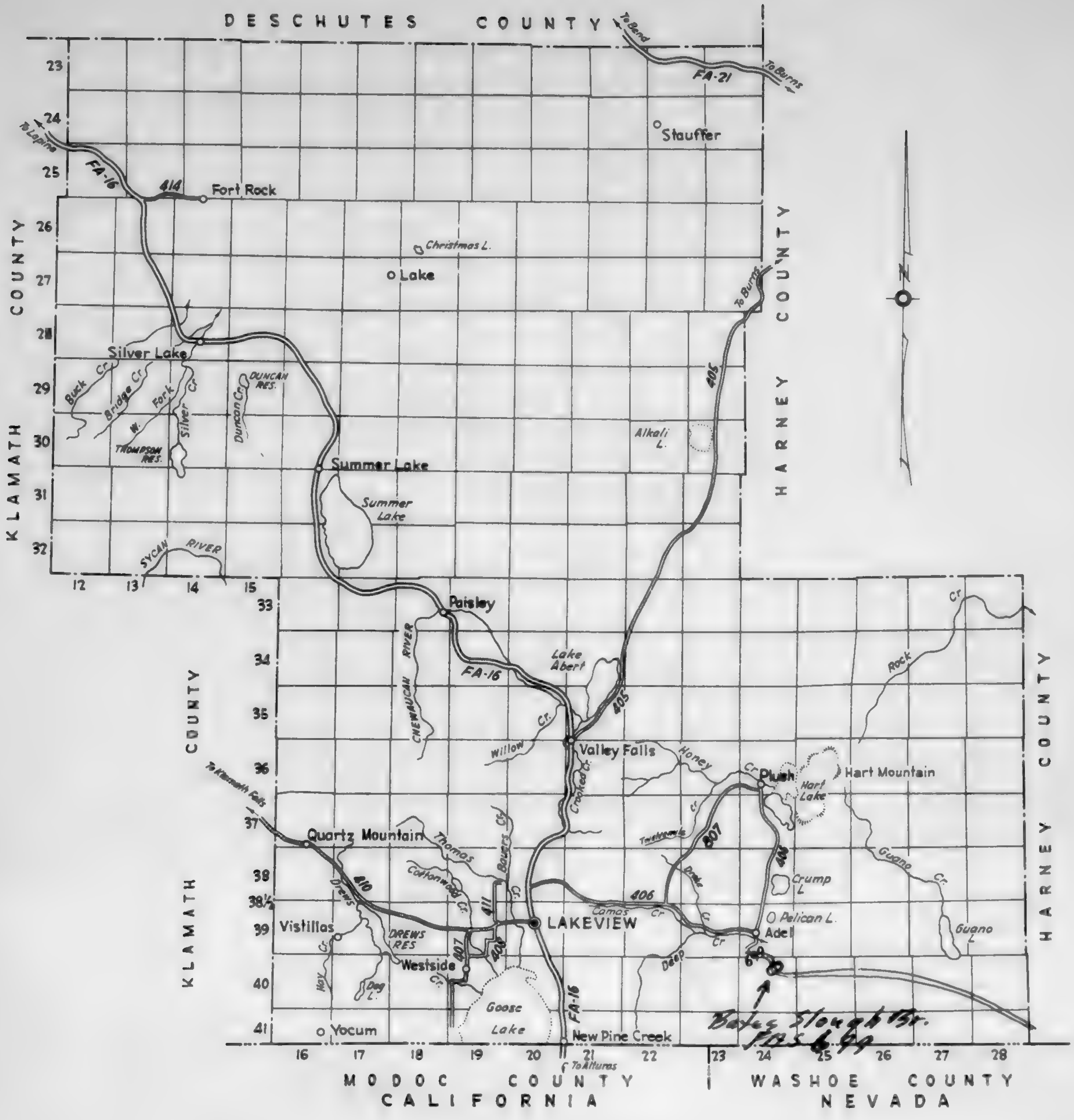
FAS 699, Bates Slough Bridge, $27,000. This bridge is located approximately 6 miles southeast of Adel.

The proposed project is to replace the existing timber pile trestle with a new structure having a roadway width of 24'. The new structure will be either on the same location or immediately to the east. The project will be for the structure only, including removal of the existing bridge. The county will construct road approaches as required and either close the road or provide a detour.

The $27,000 programmed above represents Lake County's apportionment of DS funds. Any costs in excess of this amount will be paid by Lake County.

Approved
6-19-58

DS/FAS-2(58)
6/2/58


DESCHUTES COUNTY
To Bend
FA-21
To Burns
Stauffer
To Lapine
FA-16
414
Fort Rock
Christmas L.
Lake
To Burns
405
KLAMATH COUNTY
HARNEY COUNTY
Silver Lake
Buck Cr.
Bridge Cr.
W. Fork
Silver Cr.
Duncan Cr.
DUNCAN RES.
THOMPSON RES.
Alkali L.
Summer Lake
Summer Lake
SYCAN RIVER
Paisley
Lake Abert
FA-16
CHEWAUCAN RIVER
Willow Cr.
Crooked Cr.
Valley Falls
Honey Cr.
Plush
Hart Lake
Hart Mountain
Rock Cr.
To Klamath Falls
Quartz Mountain
Thomas Cr.
Cottonwood Cr.
Bauers Cr.
Drews Cr.
410
411
407
408
406
Camas Cr.
Twelvemile Cr.
Drake Cr.
Crump L.
Pelican L.
Adell
Guano Cr.
Guano L.
Vistillas
DREWS RES.
Westside
LAKEVIEW
Deep Cr.
Hay Cr.
Dog L.
Goose Lake
FA-16
Yocum
New Pine Creek
To Alturas
Bates Slough Br.
FAS 699
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MODOC COUNTY
CALIFORNIA
WASHOE COUNTY
NEVADA
N

LAKE COUNTY

FAS SYSTEM

Scale 0 4 8 MI.

April, 1957

- LEGEND -

═ FA Primary Highway

═ FAS Highway on State Primary Highway

═ FAS Highway on State Secondary Highway

═ FAS Highway on County Road

NOTED
[illegible] Byers

NOTED
John F. Hagemann

LOCATION PROSPECTUS FOR THE ~~BEATTY~~ Bates SLOUGH BRIDGE ON THE COLEMAN COUNTY ROAD IN LAKE COUNTY

[illegible]

The following prospectus is submitted regarding the Beatty Slough Bridge in Lake County.

This will be a location survey for the purpose of preparing a vicinity map for a new bridge at a revised location on the Coleman County Road approximately five miles southeasterly of the town of Adel.

The present ADT is 10, and the projected ADT is 20. The truck volume is 50%.

This facility will provide a replacement for an existing delapidated wooden bridge.

Disposal of existing facilities will be made by the County.

See County traffic control map for location.

June 16, 1958

cc W. C. Williams
Forrest Cooper
G. S. Paxson
Tom Edwards
Dean Swift (2)
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
R. C. Edgerton
Frank Hall
J. W. Nash
C. G. Polk
R. L. Porter
S. H. Probert
Ivan D. Merchant
C. G. Swenson ✓
G. L. Decker (2)
I. A. DeFrance

RECEIVED
1958
COUNTY & [illegible]

NOTED
JOHN D. GRAHAM

RECEIVED
1958
ENGINEER
COUNTY & [illegible]

NOTED
C. G. SWENSON

NOTED
V. R [illegible]NES

NOTED
Harold C. Ayers

June 6, 1958

Lake County Court
Courthouse
Lakeview, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed are two maps showing a revision in the routing of FAS 699 over that originally submitted to the Bureau of Public Roads. (See S.T. #122)

If satisfactory to you this map revision will be submitted to the B.P.R. in order to place the Bates Slough Bridge on the FAS route so that it would be eligible for construction with federal aid funds as you have requested.

We will advise the B.P.R. that the eventual location of this route has not been finally determined and probably will not be until it has been given considerably more study. In the meantime it is thought advisable to follow existing roads as much as possible with the FAS route.

If this meets with the Court's approval please indicate as much by signing and returning one signed copy of the enclosed map to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. County and City Relations Engineer

JFH:mm
Encl.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
V. R ONES

NOTED
Harold C. Ayers

June 6, 1958

Lake County Court
Courthouse
Lakeview, Oregon

NOTED
John F. Hagemann

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We will advise the B.P.R. that the eventual location of this route has not been finally determined and probably will not be until it has been given considerably more study. In the meantime it is thought advisable to follow existing roads as much as possible with the FAS route.

If this meets with the Court's approval please indicate as much by signing and returning one signed copy of the enclosed map to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. County and City Relations Engineer

JFH:mm
Encl.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

F-144(12) Cape Cr. Tunnel on Oregon 1959
FH Coast Hwy. (const. reinf.
#5542 conc. lining)

RECEIVED
OCT 22 1962

FOR FILE

55-12

477 Cottage Street N.E.
Salem, Oregon

October 19, 1962

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

08-35.5	A. W. Parsons, Division Engineer Salem, Oregon	By:	L. R. Backlund Administrative Manager

Oregon Project F-144(12)FH
Cape Creek Tunnel - Oregon Coast Hwy.
Voucher No. 4 - Final
Net amount claimed $12,866.00

The subject voucher has been approved in the reduced amount of $7,386.00. Deduction has been made in accordance with the attached Schedules of Exceptions Nos. 1, 2 & 3.

Total amount of deductions	$5,480.00
Federal aid pro-rata	100%
Net deduction	$5,480.00

In the event you disagree with the deductions made, it will be necessary to present a reclaim in accordance with Instructional Memorandum 4-1-61.

Attach.

original To Young
with attachments
10-22-62

NOTED
R. L. PORTER

RECEIVED
MAR 20 1962

FOR FILING

5542

March 20, 1962

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #5542, awarded to C. H. Strong Eng. & Const., for concrete lining of the Cape Creek Tunnel on the Oregon Coast Highway in Lane County.

This contract was completed on October 15, 1960, and was accepted by the Highway Commission on November 3, 1960. Final payment in the amount of $12,269.01 will be released to the contractor on or after March 27, 1962. The total contract amount is $110,894.01 and no force account work was performed on the project.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: C. H. Strong Eng. & Const.,
P. O. Box 366
Eugene
Oregon

RECEIVED
1962
FOR FILING

5542

February 23, 1962

1304

Mr. Norman D. Kobin
Attorney at Law
314 Oregon Bank Building
Portland 4, Oregon

Dear Mr. Kobin:

Re: Cape Creek Tunnel Lining
Contract No. 5542
Bridge No. 3961A

By letter of November 8, 1960, the contractor on the subject job, C. H. Strong Engineering and Construction made claim for additional compensation under the contract and for extra work.

A meeting was held in the Bridge Engineer's Office on December 9, 1960, at which Mr. Strong and members of the Bridge Division were present. The claims presented in the letter of November 8 were discussed in detail and were adjudicated either for or against the contractor under the terms and wording of the contract. As a result of this meeting, a final estimate was prepared and presented to the contractor.

Upon receipt of your letter of January 31, 1962, the Bridge Division was requested to recheck the final estimate quantities. The Bridge Division finds that, by error, the final estimate presented the contractor did not reflect the adjustments in bid items as agreed by the Bridge Engineer at the December 9, 1960 meeting. A revised final estimate, reflecting increased quantities of reinforcing steel and concrete, is enclosed for your information, and a voucher covering same will be presented the contractor.

Your letter of January 31, 1962, makes claim for portions of those items covered by letter of November 8, 1960, and, in addition, for $1,380 finishing costs, credited to the State under Price Agreement No. 1. Individual items are discussed in detail.

1A. 4.7 cubic yards on February 25, 1960, pour. Special Provisions state, Article 2.4.16, "Where the average depth is more than 12", back forms shall be placed, where directed by the engineer, to bring the back face of concrete to the position shown for the lined sections."

It is the State's position that the contractor was directed to back form this area, but the contractor, in lieu of backforming, elected to place concrete to fill the void. This is borne out by the approval of the contractor's representative on the cement ticket covering this pour and dated February 25, 1960. For this reason, the 4.7 cubic yards cannot be considered as pay concrete.

1B. 8.8 cubic yards of grout placed at start of pour. At the meeting in the Bridge Engineer's Office in December 1960, it was agreed that an item for grout would be added to this quantity.

The 8.8 cubic yards of grout is included in the additional pay yardage of concrete.

1C. Actual pay quantity. Article 2.4.28 of the special provisions states that "Payment will be made for the actual number of cubic yards placed. Measurement to be made by the cubic yard or batch mixed and placed, it being understood that a cubic yard or batch shall contain 6.3 sacks (592 pounds) of Portland cement and sufficient water, fine aggregate and coarse aggregate to yield 27 cubic feet of Class "A" Concrete." And the same article, last sentence, third paragraph states that "The proportions of water and aggregates designated by the engineer shall not be cause for any adjustment in compensation."

The actual concrete mix used was designed to yield 27.5 cubic feet per 6.3 sacks of cement rather than 27 cubic feet as specified. Because of the increased yield per 6.3 sacks of cement, the poured concrete yardage has been increased in the proportion of 27.5 divided by 27, or an increase of 23.47 cubic yards. This amount is included in the revised final quantities. The cement adjustment is made necessary because there was less than 6.3 sacks of cement in each 27 cubic feet of Class "A" Concrete.

1D. Claim for additional labor and materials due to absence or inadequacy of cordwood packing. In preparing the specifications, it was realized that there would be openings in the existing lining which would cause a loss of concrete. For this reason, the specifications were written to make the pay quantity the actual yardage batched through the mixer, less material not placed or wasted. To bring the lining to the required finished profile, the contractor was permitted to gunite certain areas not filled in the concrete placing operations.

The quantity of gunite, less waste, is included in the final estimate yardage. No further compensation under Item 1D will be made.

The revised final estimate for Class "A" Concrete is 1371.02 cubic yards, an increase of 32.27 cubic yards from the original final quantity of 1338.75 cubic yards. The 32.27 cubic yards is made up of 8.8 cubic yards of grout, Item 1B and 23.47 cubic yards of concrete, Item 1C.

2. Finishing. Article 2.4.33 required a Class 1 surface finish. This surface finish was not obtained by the contractor. At the meeting in the Bridge Engineer's Office on December 9, 1960, it was agreed that the State would do the additional patching and finishing required. Price Agreement No. 1, allowing the State a credit of $1,300, was agreed to by Mr. Strong. A copy of the Price Agreement is enclosed. The State has expended approximately $1,000 to date and will do additional work in the summer of 1962. No additional compensation will be made on this item.

Please feel free to call upon members of the Highway Department if you desire further explanation.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

Attachment

cc C. H. Strong Engineering and Construction
P. O. Box 3235
Eugene, Oregon

Mr. Forrest Cooper
Mr. Leonard I. Lindas
Mr. G. S. Paxson
Mr. Ivan D. Merchant

Mr. Strong: Please return the copy of the voucher sent you previously and a corrected voucher will be sent you as per the attached Final Estimate.

P. M. Stephenson

IDM:dl:er

NORMAN B. KOBIN
ATTORNEY AT LAW
PORTLAND TRUST BUILDING
PORTLAND 4, OREGON
CAPITOL 3-1108
314 Oregon Bank Bldg.

January 31, 1962.

Forrest Cooper
Chief Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cooper:

re: Cape Creek Tunnel
Job. No. 3961 A

C. H. Strong has requested that I represent him in the matters contained in this letter. Previous discussions have been held with Mr. Merchant and others in the Salem office. A meeting was held in Salem in December, 1960 in which the items set our were discussed. The matters were not all resolved at that time, but left open for future discussion. Apparently this never came about.

It is Mr. Strong's positiion that the Final Estimate does not make adequate and proper payment under the contract in the following respects:

1. Additional concrete batch measure, under Item 2 of the contract. Additional payment should be made for concrete actually used and not paid for:

no

A. 4.7 cu yd on Feb. 25, 1960 pour. Forms were to be used as directed by the Engineer. No forms were directed. This additional amount was not paid for on the theory that it was wasted. It is our position that in the absence of direction to place these forms, we had a right to rely upon the fact that there would be no waste of materials and if such waste occurred payment would be made.

yes

B. 8.8 cu. yds of grout placed at start of pours. Mr. Strong advises that at the Salem meeting it was understood that this would be accounted for in the Estimate. Apparently, through oversight this was not done. ?

27.5
27

C. The actual pay quantity yield on each cu yd paid for should be increased by 1.8%. Samples by Mr. Strong and discussed at the Salem meeting justifies this additional compensation. Computation is as follows:

REFERRED TO
By State Highway Engineer

REFERRED TO
Mr. Stephenson
BY DEPUTY STATE HIGHWAY ENGINEER

Final Estimate yardage	1338.75 cu yds
Add 1.8%	24.09 cu yds.
X Amount per cu yd	$60
Total	$1445.82

Assuming our concrete figures to be accurate, i. e. 1351.53 cu yds, the total would then be $1459.80.

D. This claim is for additional labor and materials under Item 2 of the Contract occasioned by the absence or inadequacy of the "Cordwood Packing" the plans designate as being present in the tunnel and available for use as backform for the lining. This is indicated by Drawing No. 14816.

There is an implied warranty that the design in this respect was correct and the Cordwood Packing was present and could be used as a backform to prevent the loss of concrete in the pour. This was not so. Grout therefore was required to fill the cavities to prevent waste. Its absence caused additional work and materials as follows:

No

Foreman 5 shifts	$150.00	
Carpenters (3) 3 shifts	415.20	
Total labor		$ 565.20
Gunite outfit & Crew 4 shifts		1008.00
Gunite material 29 cu yd		790.54
Health & Welfare		16.00
Payroll Taxes & Ins.		84.16
Allowance 5% on rentals and materials		89.93
15% on balance		121.11
Subtotal		2674.94
Less Gunite yardage included under Item 2 Concrete 20.25 cu yd @ $60.00		1215.00
Total		$1459.94

1445.82
1459.94
2905.76

No

2. Claim was originally made for additional work in going back to improve the esthetic features of the finish. This was rejected. Mr. Strong agreed to pay the state $1380.00 for additional repair work to flaking spots, despite his feeling that he was not liable for this. As we understnad this work has not been done. It view of this we believe that payment of this $1380.00 which was in fact withheld should be made. Thi s would be an equitable manner of offeset against his own out of pocket expense of $2245.39 for work he actually performed.

We would sincerely appreciate your usual considerations of the matters contained in this claim letter. If we can discuss this matter with your designated personnel we would be glad to do so.

Best personal regards.

Sincerely yours,

NORMAN B. KOBIN

NBK/1

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM FEB 7 1962 PM
7,8,9,10,11,12,1,2,3,4,5,6

RECEIVED
FEB 1 1962
OFFICE OF
STATE HIGHWAY ENGINEER

4

RECEIVED
SEP 28 1961
FOR FILING
5542

477 Cottage Street, N.E.
Salem, Oregon

September 25, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.6 Salem, Oregon

Oregon Project F-144(12)FH
CapeCreek Tunnel Lining, Oregon Coast Highway
Contract #5542
Repair damaged patching and finish on patching
Estimated total cost - $1380
Federal Funds - $1380

Reference is made to your letter dated September 21, 1961 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. It is apparent that the contractor cannot or will not satisfactorily do this work.
2. The contractor is not properly staffed, prefers not to do the work and has agreed to a reduction in his final payment to the extent of the estimated cost to complete this work.
3. The amount of work is too small to warrant a separate contract.
4. The State maintenance forces are adequately trained and equipped to do repair work such as this.

Reimbursement will be made on an actual cost basis except it will be limited to $1380 which is the amount deducted from the final payment to the contractor.

Original To Merchant [illegible]8-61

RECEIVED
APR 27 1961
FOR FILING
F-144(12)FH
5542

April 27, 1961

United Pacific Insurance Group
627 Board of Trade Building
Portland 4, Oregon

Attention: Mr. Wesley C. Thompson
Bond Manager

Gentlemen:

I have checked on the status of final payment to C. H. Strong Engineering & Construction on our Contract No. 5542. As stated in your letter the contract was accepted by the Highway Commission on November 3, 1960.

Inquiry to the Bridge Division disclosed that difficulties had been encountered in arranging a satisfactory solution with the contractor and the Bureau of Public Roads as to the finish on the inside of the tunnel. As you may know, this project was handled by the State for the U. S. Bureau of Public Roads.

I also inquired in the Accounting Division as to when final payment had been made. They informed me that the final estimate voucher in the amount of $10,537.36 had been sent to the contractor for his signature on February 2, 1961, but at this date he has not returned it.

If you need more information than is given in this letter, please let me know and I will do my best to provide it.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fp

cc Mr. Ivan Merchant
Attn: C. A. Gardner

Portland Branch • 627 Board of Trade Building • Portland 4, Oregon

United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

April 24, 1961

Mr. Floyd Query
State Highway Department
Salem, Oregon

Re: State Highway Contract No. 5542
C. H. Strong Engineering & Construction
Bond No. 61413

Dear Floyd:

I have been going over a file and frankly am in a quandary, and thought you might not mind being of assistance. As of February 3 you wrote to us advising that the captioned contract was completed on October 15, 1960 and accepted on November 3, 1960 and that the final payment in the amount of $10,537.36 would be released to the contractor on or after February 13, 1961. First of all, we are very curious as to the reasons for payment not being made until the latter part of February when the job was accepted on November 3. Were there some disputes or trouble which had to be ironed out before final payment? In addition, I am in receipt of a March 31, 1961 financial statement of Mr. Strong's and he still shows the amount as being unpaid as of March 31, even though your letter said it was to be paid on or after February 13, which was more than a month and a half prior.

Would you please let us know when the final payment was paid to the captioned firm, exactly how much it was and if not paid, when it will be paid.

I sort of hate to put you to this trouble, Floyd, but your help will be appreciated.

Very truly yours

Wesley C. Thompson
Bond Manager

WCT:jm

RECEIVED
FEB 3 1961
FOR FILING

F-144(12) FH

5542

February 3, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

State Highway contract #5542 for concrete lining inside the Cape Creek Tunnel on the Oregon Coast Highway in Lane County was completed by the contractor, C. H. Strong Eng. & Const., on October 15, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

Final payment in the amount of $10,537.36 will be released to the contractor on or after February 13, 1961. The total contract amount is $109,162.36, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: C. H. Strong Eng. & Const.,
P. O. Box 366
Eugene
Oregon

RECEIVED
JAN 27 1961
FOR FILING

F-144(12) FH

5542

January 27, 1961

C. H. Strong Eng. & Construction
P. O. Box 366
Eugene
Oregon

Gentlemen:

The State Highway Commission at its meeting held on January 27, 1961, had under discussion your request for an extension of time for 110 additional workdays from 120 days to 230 days within which to complete your contract #5542 without the assessment of liquidated damages, for concrete lining inside the Cape Creek Tunnel on the Oregon Coast Highway in Lane County.

The work was actually completed in 126 workdays. The Highway Commission granted you 6 additional workdays. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered, but did not necessarily adopt any of the reasons given by you for the failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Frank Morgan
George Danforth
Ivan D. Merchant
R. L. Porter
C. H. Mason

FORM E-123-X 75M

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED

F-144 (12) FH
5542

December 23, 1960

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

RE: Cape Creek Tunnel Lining
Contract #5542
FAP No. F-144(12) FH

Dear Sir:

C. H. Strong Engineering & Construction completed work on Contract #5542, FAP No. F-144(12) FH, Cape Creek Tunnel Lining on the Oregon Coast Highway in Lane County on October 15, 1960.

The completion date has been previously reported as October 10. The original report was in error and should not be considered.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

NOTED
FLOYD QUERY

RECEIVED
[illegible] 1960

F-144(12) TH

5542

December 21, 1960

Request for extension of time
No. 1
January 27, 1961 meeting

Oregon State Highway Commission

Gentlemen:

Re: Cape Creek Tunnel Lining
Contract No. 5542

C. H. Strong Engineering and Construction Company, contractor on the above project, has requested an extension of time of 110 workdays, without assessment of liquidated damages, in which to complete work on the contract. The contractor's request is based on statements made on the attached request.

The contract specifications allowed the contractor 120 workdays in which to complete the work. The work was actually completed in 126 workdays. I am recommending that an extension of six workdays be granted the contractor without assessment of liquidated damages for the following reason.

Through a misunderstanding as to the quality of concrete finish required, the contractor was required to do considerable corrective work on finish work that was presumably completed. The order to do the corrective work was not issued until the specified workday time had about expired. The corrective work required six days additional time to complete.

This is a federal-aid project. The Bureau of Public Roads concurs in the recommended extension.

Very truly yours,

W. C. Williams
State Highway Engineer

CAG:mm me

Enclosure

cc G. S. Paxson
Ivan Merchant

FORM C-123-X 5OM 6-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

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[illegible] 1960
FOR FIL[illegible]

T 144 (12) FA

5542

July 11, 1960

Mr. C. H. Strong
P. O. Box 3255
Eugene, Oregon

Dear Sir:

Re: Concrete Lining
Cape Creek Tunnel
Contract No. 5542

This is to confirm the results of an inspection of and the agreement made at the Cape Creek Tunnel July 6, 1960 on the work to be done to complete your Contract No. 5542.

Present at this meeting were yourself, G. S. Paxson, E. G. Ricketts, and Ivan D. Merchant.

Special Provisions for this contract call for the tunnel lining to have a Class I surface finish. The concrete lining was constructed of 12 separate concrete pours, beginning with the No. 1 pour at the north end of the tunnel, and with No. 12 pour at the south end. Pour sections Nos. 1, 2, and 12 were acceptable without additional work. The concrete tunnel lining finish in the remainder is not satisfactory. In order to make the project acceptable it was agreed that pour windows, patches, and joints in pour section Nos. 3-11, inclusive, would be refinished, the refinishing to consist of removing of excess concrete to true lines and reshaping joints by bush hammering; filling bush hammered areas and repainting these said areas.

Because of the interference of traffic it was agreed that the additional work would not be done until after the summer tourist season is over in the first part of September. During the time this work is being done, all provisions of the contract relating to the protection of traffic will be in full effect. As of June 2, two workdays remain under this contract.

This letter constitutes a stop order on charging of workdays from June 2 until work is commenced again in September. Upon completion of the necessary work an extension of time without assessment of liquidated damages will be recommended to the Highway Commission for its favorable action.

Please advise if the above agrees with your interpretation of the results of our meeting at the tunnel on July 6.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm

cc: Mr. G. S. Paxson
Mr. F. D. Morgan
Mr. E. G. Ricketts
Mr. George Danforth

Bureau of Public Roads
Attention: Mr. Roy Tokerud

RECEIVED
JUL 12 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB - 3 1960
FOR FILING
F-144(12)FH

5542

February 2, 1960

Mr. C. H. Strong
Engineering & Construction
P. O. Box 366
Eugene, Oregon

Dear Sir:

Reference is made to your letter of January 17 in which you proposed that we complete the installation of the concrete lining in the Cape Creek Tunnel.

After considerable discussion, we have decided not to proceed with the lining beyond that specified in the contract.

Thank you for calling this to our attention.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

C. H. STRONG
ENGINEERING & CONSTRUCTION
P. O. BOX 366 PHONE DI 5-2542
EUGENE, OREGON

REFERRED TO
State Hwy Engr
BY SECRETARY

January 17, 1960

Oregon State Highway Commission
State Highway Building
Salem, Oregon

RE: Cape Creek Tunnel

Gentlemen:

We have contract #5542 with you to install concrete lining where wood lining now exists in this tunnel.

It occurs to us that you might be interested in completing the lining in this tunnel. We are in a position to make a very attractive proposal for such work.

For installing all lining not covered by our contract in accordance with our contract plans, specifications and bid items, we propose as follows:

1.	Maintenance of Traffic	Lump Sum	$1,000.00
2.	Class "A" Concrete	Per cu.yd.	45.00
3.	Metal Reinforcement	Lump Sum	8,500.00

If this proposal is accepted before we finish pouring the northernmost section under our contract, deduct $2,000.00 from the total cost of this work.

Very sincerely yours,

C. H. STRONG, ENGINEERING & CONSTRUCTION

By CHStrong
C. H. Strong

CC: George Danforth
Resident Engineer
Oregon State Highway Dept.
Box 169, Tillamook, Ore.

ibs;chs

RECEIVED
[illegible] 18 [illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

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JAN 18 1960
STATE HIGHWAY [illegible]

Contract No. 5542   12-16-59   A

RECEIVED
DEC 17 1959
FOR FILING

Monthly Transaction No. 12-53	Fo R-2 (S 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon**
Project Report No. F 144 (12) FH	**FEDERAL-AID PROJECT AGREEMENT**	County **Lane**
5542		Project No. **F-144(12)FH**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **Cape Creek Tunnel, Approx. 10.8 miles south of the Lincoln County Line.**

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	**3-26-59**	
Rights-of-Way		
Construction	**5-8-59**	**0.1**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **123,210**	Federal funds $ **123,210**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ______________________

~~Deputy~~ **State Highway Engineer**
(title)

By ______________________

____
(title)

By ______________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

Date executed by
Division Engineer **December 16, 1959**

USComm-DC 40257

December 15, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Cape Creek Tunnel, Project No. F-144(12)FH.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

RNC:sm

November 23, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Cape Creek Tunnel, Project No. F-144(12)PH.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

RNC:sm

Oregon State Highway Department

Federal Aid
Project No. F-144(12)FH

CAPE CREEK TUNNEL ON THE OREGON COAST HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 23, 1939

Type Code P. E.

Preliminary Engineering	All Required		$ 1,000.00

Type Code X999
Cape Creek Tunnel (Sta. 665+00 to Sta. 672+00) (Contract No. 5542)

Class "A" Concrete	1,350 cu. yds.	$60.00	$ 81,000.00
Metal Reinforcement (68,000 lbs.)	All Required		15,000.00
Maintenance of Traffic	All Required		15,000.00
	Subtotal		$111,000.00
Flagging (57½% of Contractor's Cost)	All Required		100.00
	Subtotal		$111,100.00
	10% Engr. & Cont.		11,110.00
	Total		$122,210.00

Length of Project- - - - - - - 0.133 Mile
Cost of Project Per Mile - - -$918,872.18

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds
Preliminary Engineering	$ 1,000.00	$ 1,000.00
Tunnel	122,210.00	122,210.00
	$123,210.00	$123,210.00

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.

State Funds for Maintenance: Chapter 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. F-144(12)FH

CAPE CREEK TUNNEL ON THE OREGON COAST HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 5, 1959

Type Code P. E.

Preliminary Engineering	All Required	$ 1,000.00

Type Code X999
Cape Creek Tunnel (Sta. 665+00 to Sta. 672+00)

Class "A" Concrete	All Required	$152,640.00
Metal Reinforcement	All Required	9,520.00
Maintenance of Traffic	All Required	6,000.00
	Subtotal	$168,160.00
	10% Engr. & Cont.	16,816.00
	Total	$184,976.00

Length of Project - - - - - - 0.133 Mile
Cost of Project Per Mile- - - $1,390,796.99

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds
Preliminary Engineering	$ 1,000.00	$ 1,000.00
Tunnel	184,976.00	184,976.00
	$185,976.00	$185,976.00

Oregon State Highway Department

Federal Aid
Project No. F-144(12)FH

CAPE CREEK TUNNEL ON THE OREGON COAST HIGHWAY

IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 1, 1959

Type Code P.E.

Preliminary Engineering	All Required		$ 1,000.00

Type Code X999
Cape Creek Tunnel (Sta. 665+00 to Sta. 672+00)

Class "A" Concrete	1,350 cu.yds.	$100.00	$135,000.00
Metal Reinforcement (68,000 lbs. at $0.14)	All Required		9,520.00
Maintenance of Traffic	All Required		6,000.00
			$150,520.00
Flagging, (57½% of Contractor's Cost)	All Required		100.00
	Subtotal		$150,620.00
	10% Engr. & Cont.		15,062.00
	Total		$165,682.00

Length of Project. . . . . 0.133 mi.
Cost of Project per mile $1,253,248.11

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds
Preliminary Engineering	$ 1,000.00	$ 1,000.00
Tunnel	165,682.00	165,682.00
	$166,682.00	$166,682.00

RECEIVED
FORM E-123
NOV 30 1959
FOR FILING

F-144 (12) FH

5542

1

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 30, 1959

C. H. Strong Engineering & Construction
P. O. Box 366
Eugene
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

Contract #5542, awarded November 5, 1959,
for concrete lining of the Cape Creek Tunnel
on the Oregon Coast Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do
Encl.

A

RECEIVED
1959
FOR FILING

F 144 (12) FH

-542

When replying, refer to:
08-35.4-0

408 State Highway Building
Salem, Oregon

November 5, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5542 for Oregon Project F-114(12)FH, Cape Creek, Tunnel Lining, Columbia River Highway, to C. H. Strong Engineering & Construction of Eugene, Oregon, low bidder in the amount of $111,000.00 at the October 13, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

NOTED

orig to Baxter

A

RECEIVED
NOV - 5 1959
FOR FILING

November 5, 1959

C. H. Strong Engineering and Construction
P. O. Box 366
Eugene, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5542 for construction of reinforced concrete lining inside the existing timber lining in Cape Creek Tunnel on the Oregon Coast Highway in Lane County.

This award was based on your bid of $111,000.00 which was the low bid submitted to the Commission on October 13, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. G. Savage (SIAC)
R. L. Porter
L. D. Merchant

RECEIVED
59
FOR FILING

E-144(12)FH

5542

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 21, 1959

SUBJECT: Request to Include Delineation
Cape Creek Tunnel Project

To: Forrest Cooper
Deputy State Highway Engineer
BUILDING

The Bridge Division is currently working up a project for lining a portion of the Cape Creek Tunnel and it would appear, inasmuch as plans to illuminate this tunnel have been abandoned, that it would be advisable to install crystal delineators through the total length of this tunnel similar to the delineation recently installed in the Salt Creek Tunnel on the Willamette Highway.

This work can be accomplished for approximately $500 and it is our recommendation that it be included in the contract and programmed so that there can be Federal participation in this installation.

Original Signed by
J. AL HEAD

J. Al. Head
Assistant Traffic Engineer

JAH:bb
cc: G. S. Paxson
Ivan Merchant

APPROVED
Forrest Cooper
DEPUTY STATE HIGHWAY ENGINEER
4/21/59

S-119(6) Lake Cr. Br. on Orleans-Lebanon Rd. 1959

#5543

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 10, 1961

Linn County Court
Courthouse
Albany, Oregon

Contract 5543
S-119(6)

File

Gentlemen:

Final costs are now available for the Brewster-Lebanon Section of FAS 212 covered by agreement dated June 4, 1960, and for the Lake Creek Bridge, FAS 216, covered by agreement dated October 9, 1959, as shown in the attached cost statements.

In accordance with these agreements, refunds of $1,592.12 and $79.16 are due the County in connection with these projects. These refunds will be made by our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

V. R. Jones
County & City Relations Field Engineer

VRJ:mm

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
7-7-61	CC-702		522-1391-297

NOTED
Harold C. Ayers

INVOICE NUMBER 70250

Linn County
County Court
Albany, Oregon

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Original Advance Deposit		$ 6,666.14	
Less Amount Previously Transferred		5,666.14	$ 1,000.00
County Share Cost As Per Attached Statement		6,586.98	
Less Amount Previously Transferred		5,666.14	920.84
To be refunded			$ 79.16

RECEIVED
JUL 10 1961
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received [illegible] Receipt $ ____________

By ____________________________

A 150 (REVISED 7-60)

RECEIVED
SEP 1 1960
FOR FILING

5117(1)

5543

August 31, 1960

Federal Insurance Co.
Bonding Department
320 California Street
San Francisco 4, California

Gentlemen:

State Highway Contract No. 5543, for construction of the Lake Creek Bridge on Orleans-Lebanon Road in Linn County, was completed by the contractor, Tom Lillebo Construction Company, on April 1, 1960, and was formally accepted by the Highway Commission on April 21, 1960.

Final payment in the amount of $4,725.69 will be released to the contractor on or after September 12, 1960. The total contract amount is $31,214.41, of which amount $269.16 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: Ward Cook-Rodgers Insurance Co.
803 Title & Trust Bldg.
Portland, Oregon

RECEIVED
FORM E-30 50M 7-59
JAN [illegible] 1960
FOR FILING
S 119(6)
5543

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 27, 1960

SUBJECT: Lake Creek Bridge
Orleans-Lebanon Highway
Contract No. 5543

To:
Mr. Ivan Merchant
Bridge Engineer
Department

Attention: Mr. E. G. Ricketts

We herewith resubmit Order for Extra Work No. 1 on the subject contract. This order is to reimburse the contractor for the State's share of flagging costs as specified in the special provisions under Article 1.7.7. According to this article the State will make direct reimbursement to the contractor for 57½ per cent of the cost of flagging necessary for the control of traffic.

As it so specifies in the special provisions, I believe that this work is reimbursable to the specified percentage.

J. D. Walker
Division Engineer

By R. D. Asburry

R. D. Asburry
Assistant Division Engineer

RDA:AM
cc Mr. G. S. Paxson
Mr. O. R. Kennen

RECEIVED
OFFICE OF
[illegible]NEER
NOTED
G. S. PAXSON

Contract 5543 12-30-59

Monthly Transaction No. RECEIVED DEC 1959	For 2 (9- .) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e **Oregon**
		County **Linn**
Project Report No. FOR FILING 3 S-119(6)	**FEDERAL-AID PROJECT AGREEMENT**	Project No. **S-119(6)**

5543 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Lake Creek Bridge (approximately 1.3 miles west of Junction FA 3)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**5-7-59**	**0.1**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **33,041**	Federal funds $ **20,200**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

KX **C. G. Polk**
Division Engineer

By: RCWright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **December 30, 1959**

USComm-DC 40257

December 23, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Lake Creek Bridge, Project No. S-119(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

November 20, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Lake Creek Bridge, Project No. S-119(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-119(6)

LAKE CREEK BRIDGE ON THE ORLEANS-LEBANON ROAD IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 20, 1959

Type Code X021
Lake Creek Bridge (Sta. 169+89.25 to Sta. 171+39.25)(Contract No. 5543)

Remove Old Bridge and Maintain Traffic	All Required	$	$ 6,000.00
Furnish Treated Timber Piling	1,140 lin. ft.	1.35	1,539.00
Drive Timber Piles	42 only	40.00	1,680.00
Treated Timber in Place	3 M-fbm	320.00	960.00
Class "A" Concrete (195 cu. yds.)	All Required		12,285.00
Metal Reinforcement (52,100 lbs.)	All Required		7,033.00
8-inch Metal Drain Pipe	60 lin. ft.	4.00	240.00
			$ 29,737.00
Flagging (57½% of Contractor's Cost)	All Required		150.00
Signing (Temporary)	All Required		150.00
	Subtotal		$ 30,037.00
	10% Engr. & Cont.		3,003.70
	Total		$ 33,040.70

Length of Structure - - - - - 0.028 Mile

Federal Funds -	$ 20,200.00
State Funds -	6,420.35
County Funds- -	6,420.35
	$ 33,040.70

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
Funds for Maint.: Chap. 529, Laws 1939.

NOTE: Necessary funds have been deposited by Linn County with the Highway Department.

RECEIVED
NOV 30 1959
FOR FILING

2.14 (6)

5543

A

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 30. 1959

Tom Lillebo Construction Co.,
Box 365
Reedsport
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

Contract #5543, awarded November 5, 1959, for construction of the Lake Creek Bridge on the Lake Creek Section of the Orleans-Lebanon Road (FAS 216) in Linn County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
NOV -5 1959
FOR FILING
J-119(6)
5543

November 5, 1959

Tom Lillebo Construction Company
P. O. Box 365
Reedsport, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5543 for construction of the Lake Creek Bridge on Orleans-Lebanon Road, over Lake Creek, in Linn County.

This award was based on your bid of $29,737.00 which was the low bid submitted to the Commission on October 13, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

Form A-150—5M—6-59

NOTED
Harold C. Ayers

INVOICE

Oregon State Highway Department

SALEM, OREGON

Invoice No. 62490

Date October 16, 1959

Your Req. No.

Billing Request No. CO 518

Credit Distribution: 522-2091-297

Linn County
Albany, Oregon

Attn : County Court

Advance Deposit	$6,666.14
Partial transfer county's share total cost of Lake Creek Bridge Section of FAS 216. Covered by agreement dated October, 1959.	5,666.14
To be retained	$1,000.00

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $________________

By ____

State Printing 21127

RECEIVED
NOV 12 1959

FOR FILING

811963

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 16, 1959

SUBJECT: ~~Lake &~~ Muddy Creek Bridges
FAS 216 & 772
Linn County

To:

Mr. Ivan Merchant
OFFICE

We have received the Linn County advance deposit for the subject named projects upon which bids were received October 13. These bridges are now clear for award of contracts.

/s/ John F. Hagemann

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: G. S. Paxson

Salem, Oregon
October 16, 1959

Linn County Advance Deposit

Mr. C. H. Maison
OFFICE

Attached is a check in the amount of $7,500 which represents Linn County's advance deposit in connection with the Lake Creek Bridge on FAS 216 and the Muddy Creek Bridge on FAS 772.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

xxxxxxxxxxxxxxxxxxx

October 16, 1959

Linn County Court
Courthouse
Albany, Oregon

Gentlemen:

This is to acknowledge receipt of an advance deposit of $7,500 which when added to refunds due the county of $2,666.14 makes a total deposit of $10,166.14 in connection with the Lake Creek Bridge on FAS 216 and the Muddy Creek Bridge on FAS 772. Contracts for these projects will be awarded at the regular Highway Commission meeting on November 5.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

YD D. JENKS
MMISSIONER

BURL INGRAM
COMMISSIONER

E. G. ARNOLD
COUNTY JUDGE, LINN COUNTY
ALBANY, OREGON

October 15, 1959

State Highway Department
State of Oregon
Salem, Oregon

Attention: John F. Hageman, Assistant
County and City Relations Engineer

Dear John:

In reply to your letter, enclosed you will find warrant from Ljnn County to cover Lake Creek Bridge No. FAS 216 and Muddy Creek Bridge No. FAS 772 projects. Said warrent covers the county's share of $7,500.00, including the credit that you now hold for Linn County.

Thanking you for your attention in this matter, we are

Sincerely yours,

Linn County Court

E. G. Arnold
County Judge

Floyd D. Jenks
County Commissioner

Burl Ingram
County Commissioner

EGA:mh
Enc.

RECEIVED
OCT 19 1959

NOTED
Harold C. Ayers

NOTED
V. R. JONES

October 14, 1959

Linn County Court
Courthouse
Albany, Oregon

Gentlemen:

On October 13 a satisfactory bid was received from Tom Lillebo of Reedsport for the Lake Creek Bridge on FAS 216 and from Walder & Kenworthy of Portland for the Muddy Creek Bridge on FAS 772. As per the agreements between county and state, the following advance deposits are required prior to awarding contracts:

522-1091
Cert #5543

Lake Creek Bridge, FAS 216			
Bid Items		$29,737.00	
Signing		300.00	
12½% Engr. & Contingencies		3,754.63	
Estimated Total Cost		$33,791.63	
Advance Deposit of 20%			$6,758.23
Less Refunds Due County			
FAS 214 & 270-Willow, McDowell & Oak Cr. Brs.	$549.34		
FAS 126, West Scio-Scio	282.38		
FAS 770, Albany Canal-Lebanon Junction	1,834.42		2,666.14
CASH DEPOSIT			$4,092.09 or say $4,000

[illegible]

— deposit

522-1092
Cert. #5544

Muddy Creek Bridge, FAS 772		
Bid Items	$15,925.00	
12½% Engineering & Contingencies	1,990.63	
Estimated Total Cost	$17,915.63	
Advance Deposit of 20%		$3,500
TOTAL BOTH DEPOSITS		$7,500

Recd.
10/16/59

Please make these deposits by means of a check or warrant in the amount of $7,500 payable to the Oregon State Highway Commission, forwarding same to this office. If the deposits are received prior to November 5, contracts will be awarded at the regular Highway Commission meeting on that date.

Very truly yours,

W. C. Williams
State Highway Engineer

By: John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
cc: Mr. Walter Larsen

RECEIVED
OCT 12 1959
FOR FILING

S 113 (6)

Minute #875

Salem, Oregon
October 9, 1959

Cooperative Construction Agreement

C. G. Swenson
City County Relations Engineer

Attached is a conformed copy of a cooperative construction agreement with Linn County Court covering the Lake Creek Bridge Project on FAS 216 in Linn County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Clerk of Linn County.

Floyd Query, Secretary

jmc

Encl.

October 9, 1959

Mr. R. M. Russell
County Clerk
Linn County Courthouse
Albany, Oregon

Dear Mr. Russell:

We are enclosing for your records and files a fully executed copy of a Cooperative Construction Agreement between the State Highway Commission and Linn County Court covering the Lake Creek Bridge Project on FAS 216 in Linn County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

Encl.

FORM E-30 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 1, 1959

SUBJECT: FAS Project Agreement
Linn County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Lake Creek Bridge project on FAS 216 in Linn County. Two copies have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 12/12/58.

John D. Graham
John D. Graham
Office Engineer, County & City Relations

JDG:mm
Att.

1 copy in suspense

(A)
2 COPIES TO BE SIGNED

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

[illegible]
DATE December 11, 1958 Page 29, Para 2.
Floyd Query
Secretary

NOTED
V R JONES

NOTED
C. G SWENSON

NOTED
Harold C. Ayers

September 24, 1959

NOTED
John F. Hagemann

Linn County Court
Courthouse
Albany, Oregon

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Lake Creek Bridge on FAS 216 upon which bids will be received October 13.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $38,000; however, the low bid received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest, with seal, and return both signed copies of the agreement to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the county's records. The signed agreements should be mailed so as to arrive in Salem not later than October 9.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

NOTED
C. G. SWENSON

NOTED
[illegible]

August 5, 1959

Mr. Walter W. Larsen
Linn County Engineer
Courthouse
Albany, Oregon

NOTED
V. R. JONES

Dear Mr. Larsen:

Enclosed is an option form in quadruplicate covering a temporary easement for the detour to be used during the construction of the Lake Creek Bridge on FAS 216. The easement will allow the detour to be shifted to the north side of the main road as per the county's request.

It would be appreciated if you would advise this office when the easement has been obtained.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County & City Relations

JDG:cg

Encl.

FORM E-30 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 4, 1959

SUBJECT: File No. 30386-Option
Orleans-Brownsville Road
Orleans-Lebanon Highway

To: Mr. C. G. Swenson
County & City Relations Engr.
OFFICE

Attached you will find 1 original option form in quadruplet covering an easement for a Detour Road to be acquired in connection with the Orleans-Brownsville Road Section of the Orleans-Lebanon County Road in Linn County. No Statements of Information were furnished.

Please return to the Right of Way Department a copy of the signed option to inform the Highway Engineer the conditions, if any, on the transaction. For your information we have enclosed a copy of a "Request for Revision" form.

We are attaching three prints of map No. 7B-12-19 covering this area and bearing our date of August 3, 1959.

File No.	Name	Area
30386	M. J. & Hazel Looney	0.19 Acre

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

AC:jm
encl. 1 Option
3 Prints

cc: J. D. Walker-1 Print

E. J. Benner
~~Title~~

RECEIVED
AUG [illegible] 1959

FORM E-30 50M 11-58 15890

NOTED
V. R. JONES

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Right of Way Department
August 3, 1959

SUBJECT:
Files 30346 & 30347
Orleans-Brownsville Road
Orleans-Lebanon County Road
Cancellation of Files

To:

Mr. Tom Edwards
Construction Engineer
OFFICE

Attention: Floyd Scott

At the request of Linn County and the approval of D. J. Barbee, we are today cancelling Files 30346 and 30347 for the acquisition of detour road easements. These easements will not be needed as the easement has been moved to the other side of the road. The new easement file will be 30386.

File 30346	E. W. & Ruth L. Jenks	0.07 acre
File 30347	Charles Barry	0.13

EARL F. SALING
Right of Way Office Manager

EFS
ls

cc: J. D. Walker
cc: County & City Relations
Attn: Fred Hagemann

RECEIVED
AUG 4 1959
COUNTY [illegible]

NOTED
C G SW[illegible]

Salem, Oregon
July 30, 1959

NOTED
V.R. JONES

Mr. Earl Saling
R/W Division

Temporary Detour Easement
Lake Creek Bridge
Orleans-Lebanon County Road
FAS 216, Linn County

I am returning the easement options and sketch map in connection with the subject named project.

Linn County has requested that the detour be shifted to the north side of the main road rather than the south side as originally planned due to inability to obtain an easement for the Barry property which is tied up in an estate, the location of the heirs for which is not known.

This matter has been discussed with the bridge division and Mr. Floyd Scott, R/W Description Engineer, and necessary corrections to the bridge plans and right-of-way descriptions are being made in accordance with the county's request.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

cc: Ivan Merchant
Floyd Scott

NOTED
C. G. SWENSON

NOTED
[illegible] C. Ayers

NOTED
V. R. JONES

July 28, 1959

Mr. Walter Larsen
Linn County Engineer
Courthouse
Albany, Oregon

Dear Mr. Larsen:

Enclosed are four copies each of two option forms covering temporary easements for a detour to be used during the construction of the Lake Creek Bridge on FAS 216. Also enclosed are three prints of a sketch map showing the easement location.

Our Bridge Division thoroughly studied this situation and it was its conclusion that a precast beam bridge with poured in place deck with traffic carried by means of a detour during construction would provide the most economical improvement. The enclosed easement options cover the area required for this detour.

It would be appreciated if you would advise this office when the easements have been obtained.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

FORM E-30 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 27, 1959

SUBJECT: OPTIONS
Orleans-Brownsville Road
Orleans-Lebanon County Rd.

To: Mr. C. G. Swenson
County & City Relations Engr.
OFFICE

Attached you will find 2 original option forms in quadruplet covering easements for a Detour Road to be acquired in connection with the Orleans-Brownsville Road Section of the Orleans-Lebanon County Road in Linn County. No Statements of Information were furnished. This contract is scheduled for letting August 11, 1959.

Please return to the Right of Way Department a copy of each signed option to inform the Highway Engineer the conditions, if any, on the transactions.

We are attaching three prints of map No. 7B-12-19 covering this area and bearing our date of July 24, 1959.

File No.	Name	Area
30346	E. W. & Ruth L. Jenks	0.07 Acre
30347	Charles Barry	0.13 Acre

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

AC:jm
encls. 2 Options
3 prints

cc: J. D. Walker-1 print
E. J. Benner
~~Title~~

RECEIVED
JUL 28 1959

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

MEMO TO J. W. NASH
4/24/59

FAS 216, LINN COUNTY

TERMINI: Bridge over Lake Creek approximately 1.3 miles west of junction of FAS 216 with FAP Route 3. (Lake Creek Bridge)

PROPOSED WORK: One reinforced concrete bridge 175' in length.

PROJECT LENGTH: 0.03 mile.

COSTS	Total	Federal	State	Other
Construction	$40,000	$24,000	$8,000	$8,000 (Co.)

EXISTING FACILITY: Untreated timber bridge 152' in length, H.C. 23'-4", deteriorated condition. No substandard grade or alignment.

ADJACENT SECTION: Asphaltic concrete wearing surface 20' in width with 4' shoulders.

PROJECT DATA: Construct a reinforced concrete bridge [redacted] 175' in length with a horizontal clearance of 26'. New bridge will be on same site as existing bridge.

ROW WIDTH:	60'.
MINIMUM DESIGN STANDARDS:	No exceptions.
ACCESS CONTROL:	None.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
UNUSUAL OR COMPLICATED SITUATIONS:	None.

Route data submitted under previous project.

NOTED
JOHN D. GRAHAM

JFH:mm

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

NOTED
Harold C. Ayers

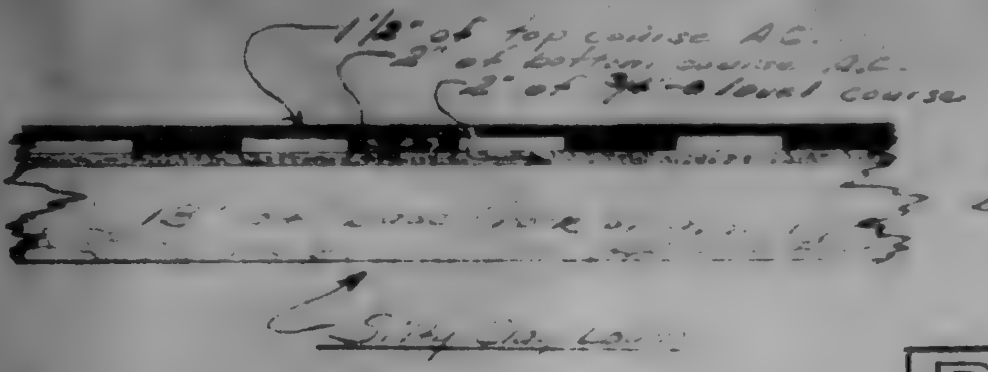
NOTED
C. G. SWENSON

ation Lake Creek Bridge Highway F.A.S. 216 County Linn Prefix [illegible]

s. Engr. L.L. MacIntyre Length of Project ____ Miles. Sta. ____ to Sta. ____ Date 4-[illegible]

TYPICAL SECTIONS Traffic Classif. - Medium

NOTED
V. R. JONES


1½" of top course A.C.
2" of bottom course A.C.
2" of [illegible] level course
13" of [illegible] base [illegible]
[illegible] 4 [illegible]
Silty clay loam

To be [illegible] by County.

① Typical soil —

40 LL
18 PI
95 % 0.200
39 % silt
30 % clay
10 [illegible] Value

Note:
★The base course [illegible] due to the high LL [illegible] the soil.

State participation is for the structure, Linn County will construct road approaches as required.

RECEIVED
APR 2[illegible] 1959
ENGINEER
COUNTY & CITY RELATIONS

Required Base & Wear		Designed Base & Wear	
Crushed	Not Crushed	Exist. Surf. Allow	New Work
			★12
½			1½

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be provided by County.											

Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by [illegible]
[redacted]

Recommended by
Construction Engineer

Recommended by
Engineer of Materials

Approved by
Deputy State Highway Engineer

[illegible] 8, 1959

FAS____ County Linn____ Contract No.____

Section Lake Cr. Bridge

Location [illegible]

59-C-54

59-C-53

RECEIVED
JAN [illegible] 1959
FOR FILING

NOTED
W. C. WILLIAMS

1-7-59

S119(6)

5543

RECEIVED
JAN 12 1959
OFFICE OF
STATE HIGHWAY ENGINEER

LOCATION PROSPECTUS
LAKE CREEK BRIDGE
FAS 216 - LINN COUNTY

The following prospectus is submitted in regard to the above-mentioned bridge which is located on FAS 216, 1.3 miles westerly of the intersection of FAS 216 with the Pacific Highway East one mile north of Tangent. The overall length of the project is 0.10 mile.

This will be a location survey for the purpose of preparing plans for a new structure across Lake Creek on the site of the existing bridge. A detour and a detour bridge will be necessary during construction.

There have been no prior surveys on this project. Routine soils investigation will be conducted. There are no special drainage problems, An economic analysis is not needed at this time.

The present ADT is 800 and the projected 1975 ADT is 4,000. The proposed structure will carry a 26-foot roadway and the approaches will have two 11-foot running lanes with 4-foot shoulders. The tentative base design by G. L. Decker is:

A.C. Base and Wear	3½"
3/4"-0 Level Course	2 "
Coarse Crushed Material	13 "
Total	18½"

(Base design subject to revision upon completion of soils analysis.)

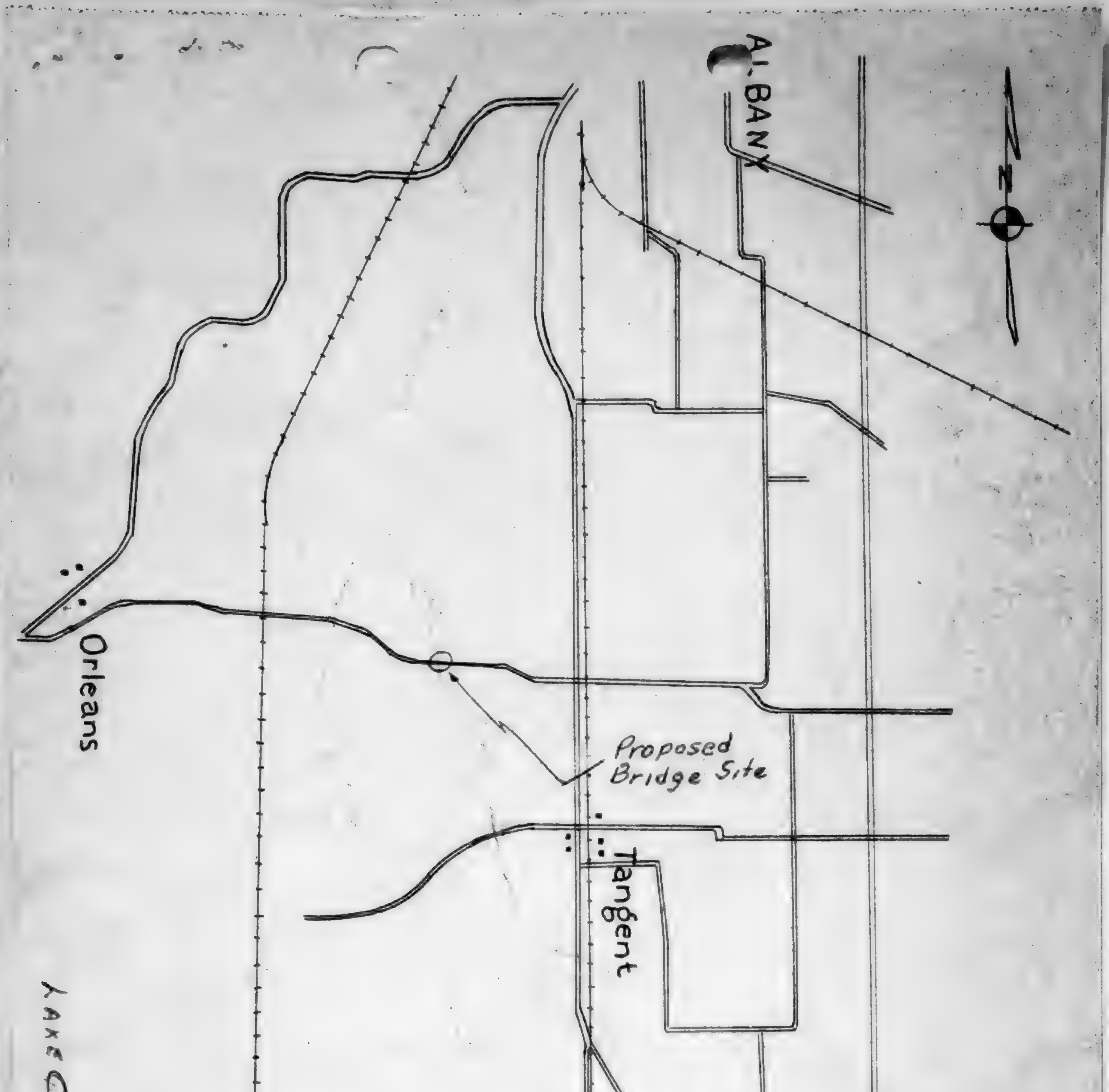
Agreements with the county are not necessary.

There are no State Parks affected by this project.

January 7, 1959

Attachment

cc
W. C. Williams ✓
Forrest Cooper
G. S. Paxson
Tom Edwards
J. D. Walker (2)
L. L. McIntyre
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
R. C. Edgerton
Frank Hall
J. W. Nash
C. G. Polk
W. T. Wright
S. H. Probert
Ivan D. Merchant
G. L. Decker (2)
I. A. DeFrance


ALBANY
Orleans
Proposed Bridge Site
Tangent
N

Lake Creek Bridge

PROPOSED PROJECTS
LINN COUNTY

FAS 126: Greens Bridge-Kelly Road Section, 0.76 miles, $15,000. This section extends from the south end of Greens Bridge (Santiam River) approximately 2 miles west of Jefferson easterly 0.76 mile.

The proposed project is to construct an asphaltic concrete pavement 3-1/2" thick and 20' in width with 4' shoulders on the grade and base prepared by Linn County. The county will reshape the ditches and shoulders and place additional base rock as required over the existing 18' bituminous wearing surface during the winter months.

FAS 595: Poor Farm Road Section, 3.8 miles, $75,000. This section extends from the Corvallis-Eastside Highway (FAS 202) west of Albany southerly to the Orleans-Lebanon Road (FAS 216). The proposed project is to place a 3-1/2" X 20' asphaltic concrete pavement with 4' shoulders on the existing 18' to 20' oil mat with 5' shoulders. The county recently reshaped the ditches and shoulders on this road and considers it ready for paving.

NOTE: The above projects should be combined under one contract.

✓ FAS 216: Lake Creek Bridge, $40,000. This bridge is located approximately 1.3 miles west of the Pacific Highway East (FAP Route 3) and carries highway department inventory number 12208.

The proposed project is to replace the existing eight 19' P.T. spans with a new structure having a roadway width of 26'. The new bridge will be in the same location as the existing structure and traffic will have to be maintained during construction. The FAS project will be for the structure, removal of the existing structure, and provisions for a detour during construction. Linn County will construct road approaches as required.

FAS 218: Calapooya River Bridge, $40,000. This bridge is located approximately 3.7 miles southeast of the junction near Holley of FAS 218 with FAS 215 (Halsey-Sweet Home Highway) and carries highway department bridge inventory number 12,848.

The proposed project is to replace the existing 110' long log span bridge with a new structure on a revised location. The new structure is to have a horizontal clearance of 24'. The FAS project will be for the structure only with the existing bridge carrying traffic during construction. Linn County will construct road approaches as required and remove the existing bridge. The survey should extend a sufficient distance on each side of the new bridge site to tie in with the existing road.

FAS 772: Muddy Creek Bridge, $20,000. This bridge is located approximately 3.3 miles west of the junction in Halsey of FAS 772 with FAP Route 3 (Pacific Highway East) and carries highway department inventory number 12,312.

The proposed project is to replace the existing 87' long pile trestle bridge with a new structure having a roadway width of 24'. The new structure will be in the same location as the existing bridge; however, the road will be

Highway Commission approved: December 1 , 1958.

closed during construction. The FAS project will be for the structure only, including removal of the existing bridge. Linn County will construct road approaches as required.

Funds in addition to those programmed above are available if required.

S-427(1) Muddy Cr. Br. on Tulsa Rd. 1959

#5544

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6-28-61	CC-698		522-1092-297

NOTED
C G SWENSON

Contract 5544
[illegible]

Linn County
County Court
Albany, Oregon

INVOICE NUMBER 70180

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billing: Muddy Creek Bridge, FAS 772. Covered by agreement dated July 14, 1959.			
Original advance deposit		$ 3,500.00	
Less amount previously transferred		2,500.00	$ 1,000.00
County share cost as per attached statement		$ 3,345.17	
Less amount previously transferred		2,500.00	845.17
To be refunded			$ 154.83

RECEIVED
JUN 28 1961
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $................

By....................................

A 150 (REVISED 7-60)

FORM E-129-X 90M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 29, 1961

Linn County Court
Courthouse
Albany, Oregon

Gentlemen:

Final costs are now available for the following contracts as shown in the attached cost statements:

FAS	Contract #	Section	Agreement Date	Refund
228	5603	Brush Creek Bridge	1/11/60	$310.55
576	5748	Albany-Grand Prairie	6/4/60	328.98
File → 772	5544	Muddy Creek Bridge	7/14/59	154.83
773	5755	Harrisburg-Alford Junction	6/4/60	819.33

In accordance with the respective agreements, these refunds are due the County and will be made by our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

V. R. Jones
County and City Relations Field Engineer

VRJ:mm
Att.

A

RECEIVED
APR 12 1960
FOR FILING

A 427(1)

5544

April 12, 1960

Great American Insurance Co.,
Wells-Reed Insurance
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5544 for construction of the Muddy Creek Bridge on the Muddy Creek Section of Tulsa Road in Linn County was completed by the contractor, Walder & Kenworthy, on March 18, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of $2,079.63 will be released to the contractor after acceptance by the Commission. The total contract amount is $16,016.01, of which amount $47.51 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Great American Insurance Co.,
Bond Department
320 California Street
San Francisco 4, California

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Bldg.,
Portland 4, Oregon

[illegible] 5544 12-30-59 A

RECEIVED
1959
FOR FILING

Monthly Transaction No. 1-13	Fo -2 (7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
		County **Linn**
Project Report No. S-427(1) 3	**FEDERAL-AID PROJECT AGREEMENT**	Project No. **S-427(1)**

5544

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Muddy Creek Bridge (approximately 3.3 miles west Jct. FA 3)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	4-17-59	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 17,518	Federal funds $ 10,600

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By [illegible]
~~Deputy~~ State Highway Engineer
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ C. G. Polk
Division Engineer

By: R. C. Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer December 30, 1959

USComm-DC 40257

December 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Muddy Creek Bridge, Project No. S-427(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

RLC:mm

November 20, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Muddy Creek Bridge, Project No. S-427(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Federal Aid Secondary
Project No. S-427(1)

Oregon State Highway Department

MUDDY CREEK BRIDGE ON THE
TULSA ROAD IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 20, 1959

Type Code X021
Muddy Creek Bridge (Sta. 171+93 to Sta. 172+93)(Contract No. 5544)

Remove Old Bridge	All	Required	$	$ 1,250.00
Structural Excavation	30	cu. yds.	5.00	150.00
Furnish Treated Timber Piling	750	lin. ft.	1.25	937.50
Drive Timber Piles	30	only	35.00	1,050.00
Treated Timber in Place	1.5	M-fbm	325.00	487.50
Class "A" Concrete (119 cu. yds.)	All	Required		7,500.00
Metal Reinforcement (35,000 lbs.)	All	Required		4,400.00
8-inch Metal Drain Pipe	50	lin. ft.	3.00	150.00
	Subtotal			$15,925.00
	10% Engr. & Cont.			1,592.50
		Total		$17,517.50

Length of Structure - - - - 0.019 Mile

Federal Funds -	$10,600.00
State Funds -	3,458.75
County Funds- -	3,458.75
	$17,517.50

State Funds for Const.:	Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
Funds for Maint.:	Chap. 529, Laws 1939.

Note: Necessary funds have been deposited by Linn County with the Highway Department.

RECEIVED
DEC 28 1959
FOR FILING

A

COMMISSIONERS
[illegible] McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

5544

December 24, 1959

Walder & Kenworthy
4911 SE Meldrum Ave.,
Portland 22,
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5544, awarded November 5, 1959, for construction of the Muddy Creek Bridge on the Muddy Creek Section of Tulsa Road in Linn County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
NOV -5 1959
FOR FILING

[illegible]

5544

November 5, 1959

Walder and Kenworthy
4911 S. E. Meldrum
Portland 22, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5544 for construction of the Muddy Creek Bridge on Tulsa Road in Linn County.

This award was based on your bid of $15,925.00 which was the low bid submitted to the Commission on October 13, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

Form A-150—5M—6-59

NOTED
Harold C. Ayers

INVOICE

Oregon State Highway Department

SALEM, OREGON

Invoice No. 62491

Date October 16, 1959

Your Req. No.

Billing Request No. cc 519

Credit Distribution: 522-1092
297

Linn County
Albany, Oregon

Attn; County Court

Advance Deposit	$3,500.00
Partial transfer county's share of total cost of Muddy Creek Bridge, FAS 772. Covered by agreement dated 7/14/59.	2,500.00
To be retained	$1,000.00

ACKNOWLEDGMENT OF BILLING REQUEST
Received With Request: $________________

State Printing 21127

FORM E-30X—50M—2-59—18180

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
October 16, 1959

File

SUBJECT: Lake & Muddy Creek Bridges
FAS 216 & 772
Linn County

To: Mr. Ivan Merchant
OFFICE

We have received the Linn County advance deposit for the subject named projects upon which bids were received October 13. These bridges are now clear for award of contracts.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: G. S. Paxson

Salem, Oregon
October 16, 1959

Linn County Advance Deposit

Mr. C. H. Maison
OFFICE

Attached is a check in the amount of $7,500 which represents Linn County's advance deposit in connection with the Lake Creek Bridge on FAS 216 and the Muddy Creek Bridge on FAS 772.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

xxxxxxxxxxxxxxxxxx

October 16, 1959

Linn County Court
Courthouse
Albany, Oregon

Gentlemen:

This is to acknowledge receipt of an advance deposit of $7,500 which when added to refunds due the county of $2,666.14 makes a total deposit of $10,166.14 in connection with the Lake Creek Bridge on FAS 216 and the Muddy Creek Bridge on FAS 772. Contracts for these projects will be awarded at the regular Highway Commission meeting on November 5.

Very truly yours,

W. C. Williams
State Highway Engineer

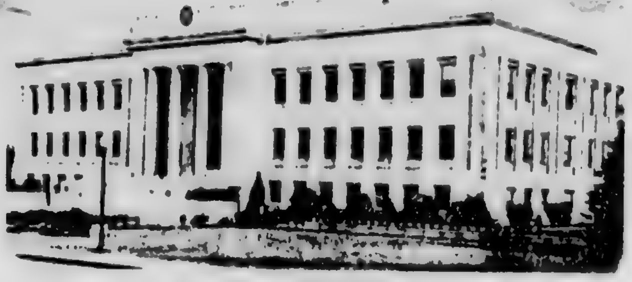
By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

D D. JENKS
MMISSIONER

BURL INGRAM
COMMISSIONER



E. G. ARNOLD
COUNTY JUDGE, LINN COUNTY
ALBANY, OREGON

October 15, 1959

State Highway Department
State of Oregon
Salem, Oregon

Attention: John F. Hageman, Assistant
County and City Relations Engineer

Dear John:

In reply to your letter, enclosed you will find warrant from Linn County to cover Lake Creek Bridge No. FAS 216 and Muddy Creek Bridge No. FAS 772 projects. Said warrent covers the county's share of $7,500.00, including the credit that you now hold for Linn County.

Thanking you for your attention in this matter, we are

Sincerely yours,

Linn County Court

E. G. Arnold
County Judge

Floyd D. Jenks
County Commissioner

Burl Ingram
County Commissioner

EGA:mh
Enc.

RECEIVED
OCT 16 1959

FORM E-123-X 12.5M 8-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 14, 1959

Linn County Court
Courthouse
Albany, Oregon

Gentlemen:

On October 13 a satisfactory bid was received from Tom Lillebo of Reedsport for the Lake Creek Bridge on FAS 216 and from Walder & Kenworthy of Portland for the Muddy Creek Bridge on FAS 772. As per the agreements between county and state, the following advance deposits are required prior to awarding contracts:

Lake Creek Bridge, FAS 216

Bid Items		$29,737.00	
Signing		300.00	
12½% Engr. & Contingencies		3,754.63	
Estimated Total Cost		$33,791.63	
Advance Deposit of 20%			$6,758.23
Less Refunds Due County			
FAS 214 & 270-Willow, McDowell & Oak Cr. Brs.	$549.34		
FAS 126, West Scio-Scio	282.38		
FAS 770, Albany Canal-Lebanon Junction	1,834.42		2,666.14
CASH DEPOSIT			$4,092.09 or say $4,000

Muddy Creek Bridge, FAS 772

Bid Items	$15,925.00	
12½% Engineering & Contingencies	1,990.63	
Estimated Total Cost	$17,915.63	
Advance Deposit of 20%		$3,500
TOTAL BOTH DEPOSITS		$7,500

522-1092
Contract #5544

Please make these deposits by means of a check or warrant in the amount of $7,500 payable to the Oregon State Highway Commission, forwarding same to this office. If the deposits are received prior to November 5, contracts will be awarded at the regular Highway Commission meeting on that date.

Very truly yours,

W. C. Williams
State Highway Engineer

JFH:mm
cc: Mr. Walter Larsen

By: John F. Hagemann
Assistant County & City Relations Engineer

FORM E-30 50M 11-58 15690

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 30, 1959

SUBJECT: FAS Project, Agreement
Linn County, FAS 772

To:

Mr. C. G. Swenson
City & County Relations Engineer
Office

caf 2125

Attention: Mr. John D. Graham
Office Engineer

Attached is a conformed copy of a Cooperative Construction Agreement with Linn County covering the Muddy Creek Bridge on FAS 772 in Linn County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Linn County Court.

Floyd Query
Secretary

rn
Attach: 1

RECEIVED
JUL 31 1959

NOTED
Harold C. Ayers

NOTED
V. R JONES

NOTED
C. G. SWENSON

July 21, 1959

Linn County Court
Courthouse
Albany, Oregon

NOTED

Gentlemen:

This is to advise that the bid opening originally scheduled for July 21 has been postponed until such time as federal legislation is enacted which will insure availability of federal funds for participation in federal-aid projects.

It was planned to accept bids on the Muddy Creek Bridge on FAS 772 at this letting; however, the above postponement will affect this project as well as all other federal-aid projects. As soon as Congress passes required legislation the bid opening will be rescheduled.

In the meantime it is suggested that you sign the agreements, forwarded to you at an earlier date, covering this project and return them to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

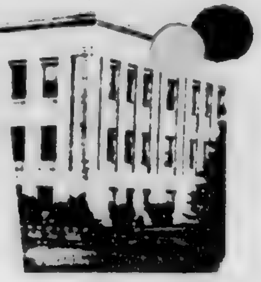
By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

FLOYD D. JENKS
COMMISSIONER

BURL INGRAM
COMMISSIONER



UNTY

NOTED
V. R. JONES

OTED

6/17/59

RECEIVED
JUL [illegible] 1959

W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: John F. Hagemann
Assistant County & City Relations Engineer

Dear Sir:

This is to acknowledge your letter in regard to the Albany Canal-Lebanon Junction Section of FAS 770 and the West Scio-Scio Section of FAS 126, in which we note there is a refund due the county on these projects.

It is permissible for you to hold said credit and apply on future indebtedness against our county for other projects coming up.

Yours very truly,

Linn County Court

E. G. Arnold
County Judge

Floyd D. Jenks
County Commissioner

Burl Ingram
County Commissioner

EGA:mh

NOTED
V. R. JONES

NOTED

July 16, 1959

Linn County Court
Courthouse
Albany, Oregon

NOTED
C. G. SWENSON

Gentlemen:

Final costs are now available for the Albany Canal-Lebanon Junction Section of FAS 77[illegible] and the West Scio-Scio Section of FAS 126. As shown in the attached cost statements, respective refunds of $1,834.42 and $232.38 are due the county for the above projects.

If satisfactory, these refunds will be retained and applied towards the advance deposit which will be required for the Muddy Creek Bridge project. FAS 772

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

cc: Mr. Walter Larsen, County Engineer

NOTED
C. G. SWENSON

NOTED
V. R. JONES

NOTED
Harold C. Ayers

July 9, 1959

Linn County Court ✓
Courthouse
Albany, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Muddy Creek Bridge on FAS 772 upon which bids will be received July 21.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $20,300; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest, with seal, and return both signed copies of the agreement to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the county's records. The signed agreements should be mailed so as to arrive in Salem not later than July 17.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

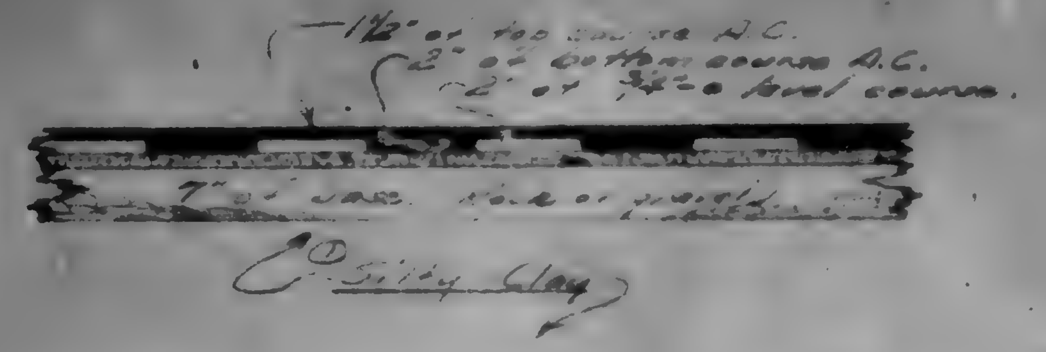
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

NOTED
C. G. SWENSON

[illegible] Bridge Highway F.A.S. 772 County Linn Profile 522-1449

[illegible] Length of Project ____ Miles. Sta. ____ to Sta. ____ Date 4- 59

TYPICAL SECTIONS Traffic Classif. - Light



Soil

[illegible]

* The base course has been increased 25% due to the high LL, PI, and clay content of the soil.

State participation will include the structure, and Linn County will construct road approaches as required.

Required Base & Wear: Crushed	Required Base & Wear: Not Crushed	Designed Base / Wear: Exist. Surf. Allow.	Designed Base / Wear: New Work	
			3½	A.C.
			2	Level
			*7	Base
12¾			12½	

RECEIVED
APR 24 1959

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
[illegible] suitable material to be [illegible] of the county.											

Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
[illegible] Engineer
Resident Engineer
[illegible] Engineer
[illegible] Engineer
[illegible] Division

Submitted by G. L. Parker
[illegible]
[redacted]

Recommended by [illegible]
Construction Engineer

Recommended by [illegible]
Engineer of Materials

Approved by [illegible]
Deputy State Highway Engineer

NOTED
C. G. SWENSON

MEMO TO J. W. NASH
3/27/59

FAS 772, LINN COUNTY ✓

TERMINI: Bridge over Muddy Creek approximately 3.3 miles west of junction in Halsey of FAS 772 with FAP Route 3 (Muddy Creek Bridge).

PROPOSED WORK: One reinforced concrete bridge 100' in length.

PROJECT LENGTH: 0.02 mile.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$25,000	$15,000	$5,000	$5,000 (Co.)

EXISTING FACILITY: Untreated timber bridge 87' in length, H.C. 19'-5", deteriorated condition. No substandard grade or alignment.

ADJACENT SECTIONS: 18' wide bituminous wearing surface with 5' shoulders.

PROJECT DATA: Construct four 25' R.C.D.G. spans on treated piling, H.C. 24', on the same site as the existing bridge.

ROW WIDTH: 50' minimum. X[illegible]
MINIMUM DESIGN STANDARDS: No exceptions.
ACCESS CONTROL: None.
RR XING: None.
SYSTEM ACTION: None required.
PUBLIC HEARING: None required.
UNUSUAL OR COMPLICATED SITUATION: None.

FAS 772 serves a large, highly developed, diversified farming area and is a mail and school bus route.

JFH:mm

RECEIVED
FOR FILING
8427(1)
5544

1-19-59

NOTED
W. C. WILLIAMS

LOCATION PROSPECTUS
MUDDY CREEK BRIDGE SECTION
FAS 772--LINN COUNTY

The following prospectus is submitted in regard to the above mentioned bridge which is located on FAS 772, 3.3 miles westerly of the intersection of FAS 772 with the Pacific Highway, East, in Halsey. The overall length of the project is 0.10 mile.

This will be a location survey for the purpose of preparing plans for a new structure across Muddy Creek on the site of the existing bridge. Detour arrangements will not be necessary; the road can be closed during construction,

There have been no prior surveys on this project. Routine soils investigation will be conducted. There are no special drainage problems. An economic analysis is not needed at this time.

The present ADT is 300 and the projected 1975 ADT is 500. The proposed structure will carry a 24-foot roadway and the approaches will have two 10-foot running lanes with 4-foot shoulders. The tentative base design by G. L. Decker is:

0-11 Oil Mat	1¼"
3/4"-0 Level Course	2 "
Coarse Crushed Material	13 "
Total	16¼"

(Base design subject to revision upon completion of soils analysis.)

Agreements with the county relative to closing the road during construction have been made.

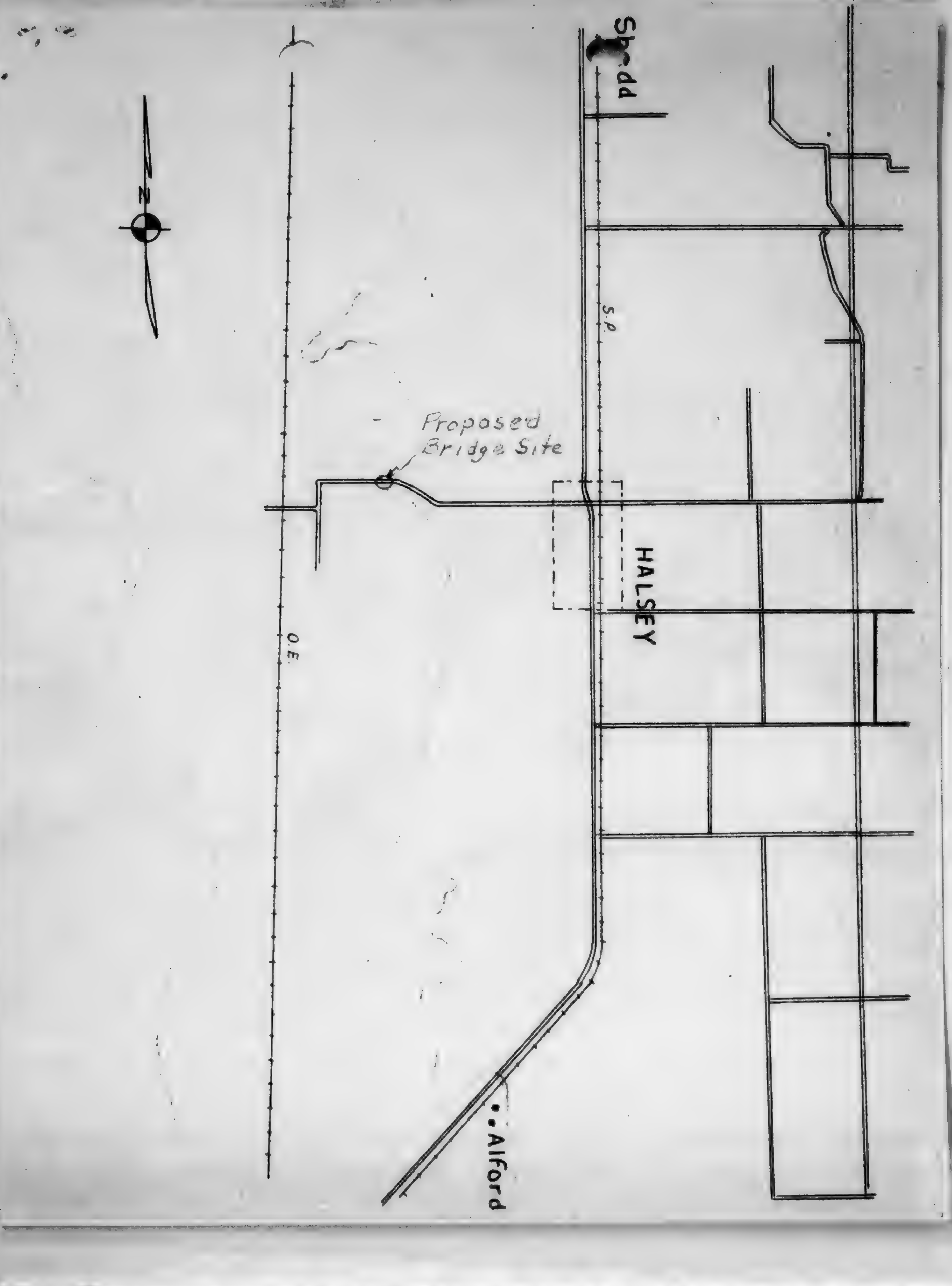
There are no state parks in this vicinity.

January 19, 1959

Attach.

cc W. C. Williams
Forrest Cooper
G. S. Paxson
Tom Edwards
J. D. Walker (2)
L. L. MacIntyre
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
R. C. Edgerton
Frank Hall
J. W. Nash
C. G. Polk
Walter T. Wright
S. H. Probert
Ivan D. Merchant
C. G. Swenson
G. L. Decker (2)
I. A. DeFrance

RECEIVED
JAN 20 1959
OFFICE OF
STATE HIGHWAY ENGINEER



N
Shedd
S.P.
Proposed Bridge Site
HALSEY
O.E.
Alford

PROPOSED PROJECTS
LINN COUNTY

FAS 126: Greens Bridge-Kelly Road Section, 0.76 miles, $15,000. This section extends from the south end of Greens Bridge (Santiam River) approximately 2 miles west of Jefferson easterly 0.76 mile.

The proposed project is to construct an asphaltic concrete pavement 3-1/2" thick and 20' in width with 4' shoulders on the grade and base prepared by Linn County. The county will reshape the ditches and shoulders and place additional base rock as required over the existing 18' bituminous wearing surface during the winter months.

FAS 595: Poor Farm Road Section, 3.8 miles, $75,000. This section extends from the Corvallis-Eastside Highway (FAS 202) west of Albany southerly to the Orleans-Lebanon Road (FAS 216). The proposed project is to place a 3-1/2" X 20' asphaltic concrete pavement with 4' shoulders on the existing 18' to 20' oil mat with 5' shoulders. The county recently reshaped the ditches and shoulders on this road and considers it ready for paving.

NOTE: The above projects should be combined under one contract.

FAS 216: Lake Creek Bridge, $40,000. This bridge is located approximately 1.3 miles west of the Pacific Highway East (FAP Route 3) and carries highway department inventory number 12208.

The proposed project is to replace the existing eight 19' P.T. spans with a new structure having a roadway width of 26'. The new bridge will be in the same location as the existing structure and traffic will have to be maintained during construction. The FAS project will be for the structure, removal of the existing structure, and provisions for a detour during construction. Linn County will construct road approaches as required.

FAS 218: Calapooya River Bridge, $40,000. This bridge is located approximately 3.7 miles southeast of the junction near Holley of FAS 218 with FAS 215 (Halsey-Sweet Home Highway) and carries highway department bridge inventory number 12,848.

The proposed project is to replace the existing 110' long log span bridge with a new structure on a revised location. The new structure is to have a horizontal clearance of 24'. The FAS project will be for the structure only with the existing bridge carrying traffic during construction. Linn County will construct road approaches as required and remove the existing bridge. The survey should extend a sufficient distance on each side of the new bridge site to tie in with the existing road.

✓ FAS 772: Muddy Creek Bridge, $20,000. This bridge is located approximately 3.3 miles west of the junction in Halsey of FAS 772 with FAP Route 3 (Pacific Highway East) and carries highway department inventory number 12,312.

The proposed project is to replace the existing 87' long pile trestle bridge with a new structure having a roadway width of 24'. The new structure will be in the same location as the existing bridge; however, the road will be

Highway Commission approved: December 11, 1958.

closed during construction. The FAS project will be for the structure only, including removal of the existing bridge. Linn County will construct road approaches as required.

Funds in addition to those programmed above are available if required.

58-h
11/25/58
(Linn County, 2)

S-422(1)   Pudding R. Br. on Pratum Rd. 1959

#5545

OREGON STATE HIGHWAY DEPARTM

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
7-7-61	CC-695		524-1044-297

Marion County
~~Salem,~~
Oregon

Attention: John A. Anderson, County Engineer

Contract 5545
S-422(1)

INVOICE NUMBER

70251

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Original advance deposit		$ 6,000.00	
Less amount previously transferred		5,000.00	$ 1,000.00
County share cost as per attached statement		5,366.85	
Less amount previously transferred		5,000.00	366.85
To be refunded			633.15

[illegible]

RECEIVED
JUL 10 1961
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $..................

By..................

A 150 (REVISED 7-60)

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 10, 1961

Mr. John A. Anderson
Marion County Engineer
Courthouse
Salem, Oregon

File

Dear Mr. Anderson:

Final costs are now available on the Pudding River (Pratum) Bridge, FAS 737, under agreement dated September 1, 1959, and on the Chemawa Road-Salem Section, FAS 159, under agreement dated April 21, 1960, as shown in the enclosed cost statements.

In accordance with the agreements, refunds of $633.15 and $17,895.16 are due the county in connection with these projects. This refund will be made by our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Verne R. Jones
County & City Relations Field Engineer

VRJ:mm
Encl.

RECEIVED
APR 14 1960
FOR FILING
[illegible] (1)
55[illegible]

A

April 14, 1960

Federal Insurance Co.,
Bonding Department
320 California St.,
San Francisco 4, California

Gentlemen:

State Highway contract #5545 for construction of the Pudding River Bridge on the Pudding River Section of Pratum Road (FAS 737) in Marion County was completed by the contractor, Tom Lillebo Construction Co., on March 21, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of $2,073.43 will be released to the contractor after acceptance by the Commission. The total contract amount is $26,793.21, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Federal Insurance Co.,
Ward Cook-Rodgers Ins. Co.,
803 Title & Trust Bldg.,
Portland 4, Oregon

Contract 5545 12-30-59 A

RECEIVED
1959
FOR FILING

Monthly Transaction No. 1-12	Fo 2 (S)	e **Oregon**
Project Report No. S 422(1) 3	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS **FEDERAL-AID PROJECT AGREEMENT**	County **Marion**
		Project No. **S-422(1)**

5545 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **Pudding River (Pratum) Bridge approx. 0.5 mile east of Pratum.**

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		▨
Preliminary engineering		
Rights-of-Way		▨
Construction	3-26-59	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 29,701	Federal funds $ 18,100

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ State Highway Engineer
(title)

By ______________________

____
(title)

By ______________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ C. G. Polk
Division Engineer

By: R. C. Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer December 30, 1959

USComm-DC 40257

December 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Pudding River (Pratum) Bridge, Project No. S-422(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

RLC:sm

November 20, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Pudding River (Pratum) Bridge, Project No. S-422(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:jb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-422(1)

PUDDING RIVER (PRATUM) BRIDGE ON THE PRATUM ROAD IN MARION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 20, 1959

Type Code X021
Pudding River Bridge (Sta. 33+60 to Sta. 34+80)(Contract No. 5545)

Remove Old Bridge	All Required		$ 900.00
Structural Excavation	230 cu. yds.	$ 10.00	2,300.00
Furnish Steel Piling	240 lin. ft.	5.00	1,200.00
Drive Steel Piles	8 only	100.00	800.00
Splice Steel Piles	2 only	50.00	100.00
Class "A" Concrete (218 cu. yds.)	All Required		14,606.00
Metal Reinforcement (55,000 lbs.)	All Required		7,095.00
	Subtotal		$ 27,001.00
	10% Engr. & Cont.		2,700.10
	Total		$ 29,701.10

Length of Structure . . . . . . 0.023 Mile

Federal Funds	$ 18,100.00
State Funds	5,800.55
County Funds	5,800.55
	$ 29,701.10

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939

Funds For Maint.: Chap. 529, Laws 1939

Note: Necessary funds have been deposited by Marion County with the Highway Department.

RECEIVED
DEC 11 1959
FOR FILING

A

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

S-42[illegible]

5545

December 11, 1959

Tom Lillebo Construction Company
Box 365
Reedsport
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5545, awarded November 5, 1959, for construction of the Pudding River (Pratum) Bridge on the Pudding River Section of Pratum Road (FAS 737) in Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

A

RECEIVED
NOV - 5 1959
FOR FILING
[illegible]
5545

November 5, 1959

Tom Lillebo Construction Company
P. O. Box 365
Reedsport, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5545 for construction of the Pudding River Bridge on Pratum Road in Marion County.

This award was based on your bid of $27,001.00 which was the low bid submitted to the Commission on October 13, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

Form A-150—5M—6-59

INVOICE

Oregon State Highway Department

SALEM, OREGON

NOTED
John F. [illegible]

Invoice No. 62564

Date October 23, 1959

Your Req. No.

Billing Request No. 530

Credit Distribution 24-2044-997

Marion County
Salem, Oregon

Attn: County Court

NOTED
Harold C. Ayers

Advance Deposit	$6,000.00
Partial transfer county's share total costs of Pudding River Bridge, FAS 737, covered by agreement dated October, 1959	5,000.00
To be retained	$1,000.00

RECEIVED
OCT 26 1959
ENGINEER
COUNTY & [illegible]

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received on Request $________________

By

State Printing 21127

NOTED
Harold C. Ayers

NOTED
V. R. JONES

NOTED
C. G SWENSON

Salem, Oregon
October 23, 1959

Mr. Ivan Merchant
OFFICE

Advance Deposit
Pudding River Bridge
FAS 737

NOTED
John F. Hagemann

We have received this date Marion County's advance deposit for the subject named project upon which bids were received October 13. This project is now clear for awarding of a contract at the next Highway Commission meeting.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: G. S. Paxson

FORM E-128-X 12.5M 8-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 23, 1959

Marion County Court
Courthouse
Salem, Oregon

Gentlemen:

This is to acknowledge receipt of a warrant in the amount of $24,700 which, when added to the refund due Marion County, makes a total deposit of $27,720.17 in connection with the Pudding River Bridge Section of FAS 147 and the Pudding River Bridge on FAS 737.

A contract will be awarded for the Pudding River Bridge, FAS 737, at the next Highway Commission meeting on November 5 and 6. A contract will also be awarded at that time for the Pudding River Bridge Section of FAS 147 if we receive certification for right-of-way for this project prior to November 5. Copies of the contracts will be forwarded as soon as available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: Mr. John Anderson, County Engineer

FORM E-123-X 12.5M 8-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
[redacted]
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 14, 1959

Marion County Court
Courthouse
Salem, Oregon

Gentlemen:

On October 13 a satisfactory bid was received from Inland Construction Company of Milwaukie for constructing the Pudding River Bridge Section of FAS 147 and from Tom Lillebo of Reedsport for constructing the Pudding River Bridge on FAS 737. As per the agreements between county and state, the following advance deposits are required prior to awarding contracts:

Pudding River Bridge Section, FAS 147				
Bid Items		$ 95,797.00		
Add Items:				
Flagging & Signing	$900			
Reset Mail Boxes	50	950.00		
12½% Engr. & Contingencies		12,093.38		
Estimated Total Cost		$108,840.38		
Advance Deposit of 20%			$21,768.08	
Less refund due on Browning Avenue-Rosedale Section, FAS 742			3,020.17	
Cash Deposit------------------			$18,747.91	or say $18,700
Pudding River Bridge, FAS 737 ← File				
Bid Items		$ 27,001.00		
12½% Engr. & Contingencies		3,375.13		
Estimated Total Cost		$ 30,376.13		
Advance Deposit of 20%------------			$	$ 6,000
		TOTAL CASH DEPOSITS......		$24,700

524-1084
Contract 5545

Please make these deposits by means of a check or warrant totaling $24,700 payable to the Oregon State Highway Commission, forwarding same to this office. If the deposits and a letter certifying that all right-of-way has been obtained are received prior to November 5, contracts will be awarded at the regular Highway Commission meeting on that date.

Very truly yours,

W. C. Williams
State Highway Engineer

By: John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
cc: Mr. John Anderson,
County Engineer

RECEIVED
SEP - 3 1959
FOR FILING

September 3, 1959

County Court of Marion County
Court House
Salem, Oregon

Gentlemen:

We are enclosing for the records and files of Marion County a fully executed copy of a Finance Agreement between the State Highway Commission and Marion County covering the Pudding River (Pratum) Bridge on FAS 737 in Marion County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

2

RECEIVED
SEP - 3 1959
FOR FILING

Chief
Bridge
Eng.

Salem, Oregon
September 3, 1959

Finance #272

FAS Project Agreement
Marion County

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. John D. Graham
Office Engineer

Attached is a conformed copy of a Finance Agreement with Marion County covering the Pudding River (Pratum) Bridge on FAS 737 in Marion County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Marion County.

Secretary

rn
Attach: 1

FORM E-90 50M 11-58 15990

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

August 27, 1959
Salem, Oregon

SUBJECT: FAS Project Agreement
Marion County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Pudding River (Pratum) Bridge on FAS 737 in Marion County. Two copies of the agreement have been executed by the County and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved on January 22, 1959.

C. G. Swensen
Engineer, County & City Relations

By

John D. Graham
Office Engineer

JDG:cg

Att.

RECOMMENDED FOR APPROVAL
Assistant State Highway Engineer

AUTHORIZED BY HIGHWAY COMMISSION
DATE 1-22-59 Min Page 23
Floyd Query
Secretary

NOTED
V.R. JONES

NOTED
C. G. SWENSON

July 21, 1959

Marion County Court
Courthouse
Salem, Oregon

NOTED
Harold C. Ayers

NOTED

Gentlemen:

This is to advise that the bid opening originally scheduled for July 21 has been postponed until such time as federal legislation is enacted which will insure availability of federal funds for participation in federal-aid projects.

It was planned to accept bids on the Pudding River (Pratum) Bridge on FAS 737 at this letting; however, the above postponement will affect this project as well as all other federal-aid projects. As soon as Congress passes required legislation the bid opening will be rescheduled.

In the meantime it is suggested that you sign the agreements, forwarded to you at an earlier date, covering this project and return them to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

July 9, 1959

NOTED
V. R. JONES

Marion County Court
Courthouse
Salem, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Pudding River (Pratum) Bridge on FAS 737 upon which bids will be received July 21.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $32,000; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest, with seal, and return both signed copies of the agreement to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the county's records. The signed agreements should be mailed so as to arrive in this office not later than July 17.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

[illegible]

FAS 737 County Marion Contract No. ______

Section [illegible]

Location [illegible]

[illegible]

59-C-73

59-C-72

NOTED
C. G SWENSON

MEMO TO J. W. NASH
3/12/59

FAS 737, MARION COUNTY ✓

TERMINI: Bridge over Pudding River approximately 0.5 mile east of Pratum. (Pudding River (Pratum) Bridge).

PROPOSED WORK: One concrete bridge 100' in length.

PROJECT LENGTH: 0.02 mile.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$30,000	$18,000	$6,000	$6,000 (County)

EXISTING FACILITY: 86' untreated frame trestle span on concrete abutments, H.C. - 23' 7". Deteriorated condition.

ADJACENT SECTIONS: 20' wide bituminous wearing surface with 6' shoulders.

PROJECT DATA: Construct a reinforced concrete deck girder bridge 100' in length, H.C. - 26'. Required road approaches to be constructed by Marion County without federal participation. This approach work will be of a minor nature as there will be no change of grade or alignment.

ROW WIDTH: 60'
MINIMUM DESIGN STANDARDS: No Exceptions
ACCESS CONTROL: None
RR XING: None
SYSTEM ACTION: None Required
PUBLIC HEARING: None Required
UNUSUAL OR COMPLICATED SITUATIONS: None

FAS 737 serves a suburban area immediately east of Salem and a highly developed, diversified, farming area in the Pratum area. It is a mail and school bus route.

JFH:eg

NOTED
Harold C. Ayers

LOCATION PROSPECTUS
PUDDING RIVER BRIDGE SECTION
FAS 737 - MARION COUNTY

The following prospectus is submitted in regard to the above mentioned bridge which is located 0.6 mile easterly of Pratum on the Pratum-Willard County Road (FAS 737).

This will be a location survey for the purpose of preparing plans for a new structure across Pudding River on the site of the existing bridge. If feasible, the existing concrete abutments will be utilized. Marion County has agreed to provide a low level detour or to close the road during construction.

The present ADT is 280 and the projected (1975) ADT is 450. The proposed structure will carry a 26-foot roadway and the approaches will have two 10-foot running lanes with 4-foot shoulders.

Further agreements with the county are not necessary.

There are no state parks affected by this project.

January 21, 1959

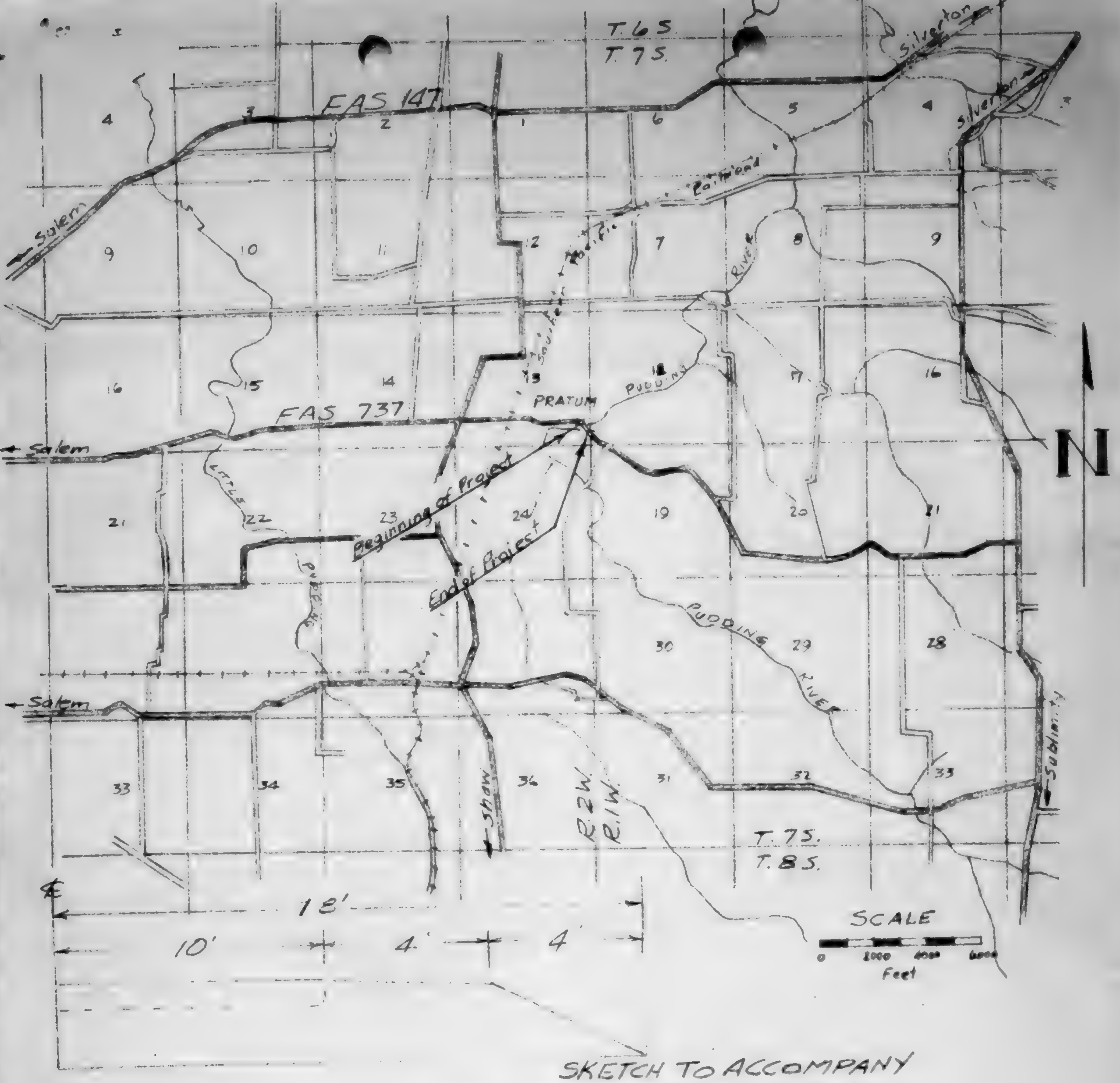
Attach.

NOTED
[illegible]

cc W. C. Williams
Forrest Cooper
G. S. Paxson
Tom Edwards
J. D. Walker (2)
Arthur Duffy
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
R. C. Edgerton
Frank Hall
J. W. Nash
C. G. Polk
W. T. Wright
S. H. Probert
Ivan D. Merchant
C. G. Swenson
G. L. Decker (2)
I. A. DeFrance

NOTED
JOHN D. GRAHAM

RECEIVED
JAN 22 1959
ENGINEER
COUNTY [illegible]


T.6S.
T.7S.
FAS 147
Silverton
Silverton
Southern Pacific Railroad
Pudding River
PRATUM
FAS 737
Salem
Salem
Salem
Little Pudding
Beginning of Project
End of Project
Pudding River
Shaw
R.2W.
R.1W.
T.7S.
T.8S.
Sublimity
N
SCALE
0 2000 4000 6000
Feet
℄
18'
10'
4'
4'

TYPICAL HALF-SECTION

SKETCH TO ACCOMPANY
PROSPECTUS FOR PUDDING
RIVER BRIDGE REPLACEMENT
PRATUM - WILLARD ROAD
FAS 737
MARION COUNTY

Arthur Duffy Sr. Res Engr
Dec. 1958

PROPOSED PROJECTS
MARION COUNTY

FAS 147 - Pudding River Bridge Section, $75,000. This bridge is located approximately 3.5 miles westerly from the junction in Silverton of FAS 147 with FAS 127 (Silver Creek Falls State Highway.) The existing bridge carries highway department inventory No. 1329.

The proposed project is to replace the existing 247' long pile trestle bridge with a new structure having a roadway width of 26'. The project will also include road approaches (22' pavement with 4' shoulders) as required on each side of the bridge, provisions for carrying traffic during construction, and removal of the existing bridge. The new structure will be on the same site as the present bridge; however, the county has requested improvement of the grade by raising the grade line. Very likely, this will also involve a cut east of the bridge. After survey data is available the project should be reviewed with Mr. Anderson, County Engineer, to determine how extensive a grade change is desired.

FAS 737 - Pudding River Bridge, $25,000. This bridge is located approximately 0.5 mile east of Pratum. The existing bridge carries highway department inventory No. 5427.

The proposed project is to replace the existing 86' timber bridge with a new structure having a roadway width of 26'. The project will be for the structure only, including removal of the existing bridge. Marion County will either close the road during construction or provide a low level detour, and also construct road approaches as required. The new bridge will be on the same site as the existing bridge and, if feasible, a three span RCDG structure utilizing the existing concrete abutments is desired.

Funds in addition to those programmed above are available if required.

59-a
12/11/58

[illegible] approved 1-22-59

I-5-6(12) Harbor Dr.-Wash. Co. Line 1959
300 Sec. of Pac. Hwy.; O'Xing
#5546 of SW Hood Ave.

RECEIVED
NOV 23 1960
FOR FILING
[illegible]
5546

November 22, 1960

Great American Insurance Co.,
Wells-Reed Insurance
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5546 for construction of the Hood Avenue Overcrossing on the Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County was completed by the contractor, Johnston & Bryant, on September 27, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

Final payment in the amount of $17,423.49 will be released to the contractor on or after December 2, 1960. The total contract amount is $159,797.55, of which amount $1,861.02 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Great American Insurance Co.,
Bond Department
320 California Street
San Francisco 4, California

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Bldg.,
Portland 4, Oregon

cc: Johnston & Bryant
803 East 6th Street
Newberg, Oregon

RECEIVED
FORM E-123
DEC 11 1959
FOR FILING

I 5-6(12)300

5546

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

December 11, 1959

Johnston & Bryant
803 East 6th Street
Newberg
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

Contract #5546, awarded November 5, 1959, for construction of the Hood Avenue Overcrossing on the Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
[illegible] 1960
FOR FILING
I-5-6(12)300
5546

When replying, refer to:
08-35.-4-0

408 State Highway Building
Salem, Oregon

November 5, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5546 for Oregon Project I-5-6(12)300, Harbor Drive-Lowell St. Unit, Hood Ave., Structure, to Johnston & Bryant of Newberg, Oregon, low bidder in the amount of $169,712.50 at the October 13, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

Orig to
Porter

RECEIVED
NOV -5 1959
FOR FILING
[illegible]
5546

November 5, 1959

Johnston and Bryant
803 East 6th Street
Newberg, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5546 for construction of the overcrossing on Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County.

This award was based on your bid of $169,712.50 which was the low bid submitted to the Commission on October 13, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

I-5-6(12)300

5546

[illegible]

When replying, refer to:
08-35.6

408 State Highway Building
Salem, Oregon

July 2, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-5-6(12)300, Hood Avenue Overcrossing on the Harbor Drive Unit of the Harbor Drive Washington County Line Section.

This is to authorize your advertising for bids.

Very truly yours,

CGPolk
C. G. Polk
Division Engineer

Arter

NOTED
FORREST COOPER

RECEIVED
JUL 7 1959
OFFICE OF
STATE HIGHWAY ENGINEER

US-364(2) Airport-Alberta St. Sec. 1959
of Cascade Hwy. (Rdside.
#5547 Imp.)

RECEIVED
JAN [illegible] 1960
FOR FILING

5547

January 21, 1960

US Fidelity & Guaranty Co.,
201 Portland Trust Bldg.,
Portland 4
Oregon

Gentlemen:

State Highway contract #5547 for roadside improvement on the Airport-Alberta Street Section of the Cascade Secondary Highway in Multnomah County was completed by the contractor, E. P. Balts & Son, on December 10, 1959, but has not as yet been accepted by the Commission.

Final payment in the amount of $500.00 will be released to the contractor after acceptance by the Commission. The total contract amount is $7,748.00, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
JAN - 5 1960
FOR FILING

3.4(2)

5547

A

January 4, 1960

US Fidelity & Guaranty Co.,
201 Portland Trust Bldg.,
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to E. P Baltz & Son on contract #5547 for roadside improvement on the Airport-Alberta St. Section of Cascade Secondary Highway in Multnomah County.

This payment, in the amount of $1,812.63, will be released to contractor on or after January 14, 1960. The retained percentage is $500.00.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Form E-1—(Rev.)—10M—9-50

411- [illegible] (2)

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 26, 1959

Section AIRPORT - ALBERTA ST.

Kind of work Roadside Improvement

Highway Cascade County Multnomah

Section prefix 126-1036

Contractor E.P. Baltz & Son

Contract number 5547

Date of contract Nov. 5, 1959

Specified work days 31

Date work started Nov. 12, 1959

Work days used 16

Project authorization $ 9500.63

Exclusive of engineering $ 8825.03

Per cent of time elapsed 52 %

Estimated cost of completed project, exclusive of engineering $ 7748.00

Estimated per cent overrun or underrun 12.2 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 675.60

Engineering cost to date $ 700.00, 104 %

Date project was completed December 10, 1959

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-Final estimate submitted to Division office on Thursday.

NOTED

cc: C. Hazelton

CONSTRUCTION DIVISION
RECEIVED
DEC 28 1959
NOTED-- CE ACE ACE COE

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed John H. Burton
John H. Burton Resident Engineer

Address 2131 S.W. Scholls Ferry Road, Portland

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	"		
Wednesday	"		
Thursday	Rain		
Friday			
Saturday			

RECEIVED
DEC 18 1959
FOR FILING

[illegible](2)

5547

A

December 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 10, 1959, on Contract No. 5547, Airport-Alberta Street Section, in Multnomah County, in connection with Federal Aid Project Nos. UG-364(2) & S-364(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:jb

cc: Clarence G. Swanson

RECEIVED
DEC 15 1959
FOR FILING

US 364(2)

5547

December 14, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on November 12, 1959, on Contract No. 5547, Airport-Alberta Street Roadside Improvement Section, in Multnomah County, in connection with Federal Aid Project No. US-364(2) S-364(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sm

FORM E-128

RECEIVED
[illegible] 1959
FOR FILING
[illegible] 364(2)
5547

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 23, 1959

E. P. Balts & Son
9817 East Burnside St.,
Portland
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

Contract #5547, awarded November 5, 1959, for roadside improvement of the Airport-Alberta St. Section of the Cascade Secondary Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
[illegible] 1959

FOR FILING
US-364(2)

5547

When replying, refer to:
08-3314-0

408 State Highway Building
Salem, Oregon

November 5, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5547 for Oregon Project US-364(2), Airport Road-Alberta St. Sec., 82nd Ave. & Cascade Highway (Roadside Improvement), to E. F. Baltz & Son of Portland, Oregon, low bidder in the amount of $7,995.00 at the October 13, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

MAILED
[illegible]

orig. to Dexter

A

RECEIVED
NOV -5 1959
FOR FILING

11-5-4(2)

5547

November 5, 1959

E. P. Baltz and Son
8917 East Burnside Street
Portland 16, Oregon

Gentlemen:

The State Highway Commission on November 3, 1959 awarded to you State Highway Contract No. 5547 for roadside improvement on the Airport-Alberta Street Section of Cascade Highway in Multnomah County.

This award was based on your bid of $7,995.00 which was the low bid submitted to the Commission on October 13, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
Mark Astrup

RECEIVED
[illegible] 1959
FOR FILING

[illegible]

5547

When replying, refer to
08-35.4-0

408 State Highway Bldg.
Salem, Oregon

September 25, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project US-364(2), North Urban Boundary-Alberta St. of Cascade Hwy. - Roadside Improvement.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

orig to
Porter

I-5-6(11) Harbor Dr.-Wash. Co. Line 1959
300 Sec. of Pac. Hwy.; U'Xing
#5548 of SW Corbett Ave.

RECEIVED
UG 31 1962
FOR FILING

/ Cottage Street N.E.
Salem, Oregon

August 29, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

5544
08-35.5

A. W. Parsons, Division Engineer
Salem, Oregon

By: L. R. Backlund
Administrative Manager

Oregon Project I-5-6(11)300
Harbor Drive-Wash. Co. Line
Voucher No. 13 - Final
Net amount claimed $37,023.00

The subject voucher has been approved in the reduced amount of $35,318.00. Deduction has been made in accordance with the attached Schedules of Exceptions No. 1, 2 & 3.

Total amount of deductions	$1,846.09
Federal-aid pro-rata	92.37%
Net deduction in even dollars	$1,705.00

The amount deducted under Item No. 3 for Steel Piling would be eligible for reimbursement when incorporated in a future FA project.

In the event you disagree with the deduction made, it will be necessary to present a reclaim in accordance with Instructional Memorandum 4-1-61.

Attach.

NOTED
R. L. PORTER

Original To Young
with attachments
8-30-62

FORM E-128-X 50M 6-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 9, 1962

5549

Kuckenberg Construction Company
11104 N. E. Holman
Portland, Oregon

Gentlemen:

Re: S. W. Corbett Avenue Undercrossing
Contract No. 5548

Your letter of February 22 again making claim for extras in the amount of $1,335.81 and for a return of liquidated damages in the amount of $1,440 has been referred to me.

By letter of August 11, 1961, the items covered in your claim for $1,335.81 were discussed in detail and were denied except for a portion of the claim having to do with changed location of deck bulkheads. At the time you were informed that the State would not accept these as legitimate claims against the job. That is still the State's position.

During the latter stages of the contract a thorough study was made of the workday counts charged against this project, and as a result of this, a time extension of 15 days was granted you in which to complete the project. Completion was not accomplished within this length of time, and the liquidated damages of $1,440 is a proper charge against the project.

I am returning the complete file of this project over to Mr. Leonard Lindas, Chief Counsel for the Highway Department.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/um
cc: Mr. P. M. Stephenson
Mr. R. L. Porter
Mr. Leonard I. Lindas
Mr. Lloyd Shaw
Mr. Edward L. Hardt

RECEIVED
MAR 12 1962
[illegible]

NOTED
P. M. STEPHENSON

RECEIVED
FEB 28 1962
FOR FILING

5548

KUCKENBERG CONSTRUCTION CO., INC.
GENERAL CONTRACTORS
P. O. BOX 7407
11106 NORTHEAST HOLMAN STREET
TEL. PHONE:
ALpine 3-7535
PORTLAND 20, OREGON

February 22, 1962

Morgan

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. Forrest Cooper, State Highway Engineer

Re: S. W. Corbett Avenue Undercrossing
Contract #5548

Dear Sir:

We again wish to call your attention to unpaid claim for extras in the sum of $1,335.81, also refund for liquidated damages of $1,440.00. We are enclosing letters dated May 5, May 13, May 27, June 9, and September 1, 1960, and June 26, August 11, August 21, and August 15, 1961 which are self explanatory.

Unless we receive a favorable reply by March 15, 1962 we will turn same over to our attorneys for collection.

Very truly yours,

KUCKENBERG CONSTRUCTION CO., INC.

Henry Kuckenberg, President

HK:mm
Enclosures

cc: Mr. James Dosendorf
File (3)

Original to Morgan
with attachments

FEB 27 1962

RECEIVED
..JG 17 1961
FOR FIL..

KUCKENBERG CONSTRUCTION CO. INC.
GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET
BUS. PHONE: 5548
ALPINE 3-7533
PORTLAND 20, OREGON

August 15, 1961.

Oregon State Highway Department
Salem, Oregon

Re: Corbett Avenue Undercrossing
Contract No. 5548
Prefix 626-1037
Bridge No. 8196

Gentlemen:

We are enclosing herewith final estimate covering contract #5548 which shows an amount of $21,887.10 due us.

We wish to protest the item #601 Liquidated Damages in the sum of $1440.00 which was deducted from our estimate, as we do not feel this is a fair charge against our account and ask that same be reviewed by the State Highway Engineer.

We wish to further state that we wrote letters of protest on the following dates:

Sept. 30, 1960	27 days ∕ 2 days
Jan. 9, 1961	4 "
Jan. 18, 1961	3 "
Feb. 8, 1961	request discontinuance of work day count
Feb. 8, 1961	3 days
April 5, 1961	4 "
April 14, 1961	5 "
	48 days protested & requested return of the day charge - - 1 day returned 9-23-60

Dates of letters requesting time extension:

December 19, 1960
December 23, 1960
February 24, 1961

In conclusion, if your review does not grant us additional time and refund of the $1440.00 charge, we ask for a hearing with Mr. Williams, State Highway Engineer.

Kindly acknowledge receipt of this letter.

Very truly yours,

KUCKENBERG CONSTRUCTION CO. INC.

Henry Kuckenberg, President.

RECEIVED

HK:gly
cc: Mr. W. C. Williams
Mr. Lloyd Shaw
job Office

RECEIVED
AUG 4 1961
FOR FILING

5548

August 3, 1961

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

State Highway contract #5548 for construction of the SW Corbett Ave. Undercrossing on the Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County was completed by the contractor, Kuckenberg Const. Co. Inc., on April 14, 1961, and was formally accepted by the Highway Commission on May 26, 1961.

Final payment in the amount of $21,887.10 will be released to the contractor on or after August 10, 1961. The total contract amount is $307,667.75, of which amount $481.67 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Jewett, Barton, Leavy & Kern
Lewis Bldg.,
Portland 4, Oregon

cc: Kuckenberg Construction Co. Inc.,
11104 NE Holman Street
Portland 20
Oregon

2-5-6 (11) 300

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 21, 1961

Section S.W. Corbett Avenue Undercrossing

Kind of work Structures, Grading and Paving

Highway Pacific County Multnomah

Section prefix 626-1037

Contractor Kuckenberg Construction Co.

Contract number 5548

Date of contract November 5, 1959

Specified work days 190

Date work started November 27, 1959

Work days used See Bridge Engineer's Report

Project authorization $ 355,157.44

Exclusive of engineering $ 329,901.44

Per cent of time elapsed "%

Estimated cost of completed project, exclusive of engineering $ 315,520.50

Estimated per cent underrun (Grading Only) 4 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 25,255.64

Engineering cost to date (Grading Only) $ 10,056.05, 39.8 %

Date project was completed April 14, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
None	100	100	100	100	100	None

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Survey crew remeasuring excavation areas.

One man worked part time in office on semi-final estimate computations.

NOTED

Noted
M. N. Juve

DIVISION
APR 24 1961

Signed Ray W. Pyle

Address 2131 S.W. Scholls Ferry Road, Portland 1, Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.22	0.15		0.15	0.15
Miles partially completed					
Miles completed	0.22	0.15		0.15	0.15
Total estimated quantities (contract)	27,800 CY	1,340 CY		4 T	420 T
Total quantities corrected to date	27,800	1,463		0	490
Estimated quantities moved or placed to date	27,800	1,463		0	490
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	0				
Hours per shift	0				
Average force on project for week	0				

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Ra* Cloudy		
Tuesday	Rain		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
APR 24 1961

FOR FILING

COMMISSIONERS
[illegible]CIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-5-6(11) 300
5548

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 21, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

Dear Sir:

Kuckenberg Construction Company completed work on the S. W. Corbett Avenue Undercrossing Structure on the Pacific Highway in Multnomah County, Contract #5548, FAP No. I-5-6(11)300, on April 14, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

NOTED ON CARD

NOTED
FLOYD QUERY

RECEIVED
MAY 10 1961
FOR FILING

7-5-6(11)3

5544

(1)

April 14, 1961

Kuckenberg Construction Co.,
P. O. Box 7407, Parkrose Station
Portland 20
Oregon

Gentlemen:

The State Highway Commission at its meeting held on April 14, 1961, had under discussion your request for an extension of time for 30 additional workdays from 190 days to 220 days within which to complete your contract #5548 without the assessment of liquidated damages, for construction of the SW Corbett Ave. Undercrossing on the Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County.

We are pleased to inform you that the Highway Commission granted you 15 additional workdays. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered, but did not necessarily adopt any of the reasons given by you for the failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Lloyd P. Shaw
Edward Hardt
Ivan D. Merchant
R. L. Porter
C. H. Maison

RECEIVED
APR 13 1961
FOR FILING

I-5-6(11) 300
5548

April 12, 1961

Oregon State Highway Commission

Request for Extension of Time
No. 1
April 14 meeting

Gentlemen:

A contract was awarded November 9, 1959, to the [illegible] Construction Company, Inc., for the construction of the undercrossing of S. W. Corbett Avenue on the Harbor Drive-Washington County Line Section of the Pacific Highway (R. H. Baldock Freeway), Contract No. 5548.

The contract provided 190 workdays for the completion of all work under this contract. It also provided that upon completion of the structure and before the removal of a detour structure, which had been built under a previous contract, the contractor was to allow various utility companies access to the structure for installation of their facilities. During the construction it was necessary to revise this procedure and during the time the utility companies were installing their facilities the structure contractor was charged workdays as he was doing certain work on the project.

It is recommended that an extension of time of 15 days be granted the contractor without assessment of liquidated damages because of interference caused to his operations during the installation of various utilities and three days which were inadvertently charged to the contractor when he could not work to 60 per cent efficiency.

This is an interstate project and concurrence of the Bureau of Public Roads has been received in the extension of time without assessment of liquidated damages.

This matter will be on the agenda at the April 14 meeting.

Very truly yours,

Forrest Cooper
Deputy State Highway Engineer

cc Mr. G. S. Paxson
Mr. Ivan D. Merchant

IDM:mm fn

E-330 (Rev.)—5M—10-57

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date February 3, 19 61

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 190 days to 220 days, within which to complete our Contract No. 5546, without the assessment of liquidated damages. The said contract is described as follows:
S. W. Corbett Avenue Undercrossing

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: During the period we have been able to operate much of the time we have not been able to reach more than 40% of normal production. This was due to unusual weather conditions which caused a hazardous, muddy, unworkable condition. Also, we were held up by utilities which were not moved during our favorable working period, and set us back into conditions described above.
We feel these conditions were not apparent at the time of bidding, therefore we request the extra days.

Respectfully submitted,

KUCKENBERG CONSTRUCTION CO. INC.
Contractor

By Henry Kuckenberg
Henry Kuckenberg, President.

CONSENT OF SURETY

Date February 7, 19 61

We, GLENS FALLS INSURANCE COMPANY,

, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

G.H. Burnett
G.H. Burnett, Attorney-in-fact
JEWETT, BARTON, LEAVY & KERN.
G.H. Burnett
Lewis Bldg. Portland Resident Agent
Oregon.

(SEAL)

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5548 Contractor Kuckenberg Construction Co., Inc.

Highway Pacific

Section S.W. Corbett Avenue Undercrossing

Kind of Work Retaining Walls and four-span RC Box Girder Structure

It is recommended that the request for increase in the number of workdays within which to complete said contract be DENIED ~~or GRANTED. The reasons for such recommendation are as follows:~~ as submitted and that an increase in the number of workdays from 190 days to 205 days within which to complete the contract be granted without the assessment of liquidated damages. The reasons for such recommendation are as follows:

1. Twelve workdays were charged against the contract during the time utilities delayed completion of grading.

2. Three workdays were charged against the contract when inclement weather reduced working efficiency below 60%.

Recommended for Approval:

Alfred A. Rea
Assistant Division Engineer

Ivan V. Merchant
~~Construction Engineer~~ or Bridge Engineer

Asst State Highway Engineer

Contract No. 5548

Project designation I-5-6(11)300
State-Federal

Date awarded November 5, 1959

Work started November 27, 1959

Per cent completed 98.0% as of March 5 '61
Date

No. of Workdays Allowed 190

No. of Workdays Used 201

No. of Added Workdays Requested 30

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FOR FILING
I-5-6(11) 300
5548

408 State Highway Building
Salem, Oregon

April 11, 1961

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

08-35.6
C. G. Polk, Division Engineer
Salem, Oregon

I-5-6(11)300, Time Extension of S. W. Corbett Avenue Undercrossing

Your letter of March 14, 1961 requests concurrence in an extension of 15 days for the above project. It is understood that the contractor's operation was restricted considerably during the installation of the utilities. He was, however, required to proceed with the work in order to alleviate the traffic congestion in this heavily traveled street. Since his productiveness was less than the 60 percent normally possible both because of the concurrent utility work and because of inclement weather, we hereby concur in your recommendation for the 15 day extension.

NOTED

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FEB 15 1961
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I-5-6(1) 300

5548

February 10, 1961

Kuckenberg Construction Company
11104 N. E. Holman Street
Portland 20, Oregon

Gentlemen:

Re: Extension of Time
S. W. Corbett Avenue Undercrossing
Contract No. 5548

Several conferences have been had with reference to your request for a time extension in order to complete your work on the S. W. Corbett Avenue Undercrossing. We have thoroughly studied the weather records, the job reports, and your letters concerning this matter. The contract was awarded on November 5, 1959, with 190 workdays allowed. The workday count was not started until December 28, 1959, because of interference by grading, although you had actually put in 10 days of work prior to that date.

You had underway at the same time a structure at Briarplace, a short distance away. We have gone over the records from December 28, 1959, to April 8, 1960, which encompasses the inclement weather of the spring of 1960, and find only three days when workdays were charged against Corbett Avenue and work was not underway at Briarplace. The weather records show these three days as cold and not suitable for placing concrete, although in all probability work could have proceeded on Corbett Avenue on the type of work you were doing. These days are November 11, 1959, February 29, 1960, and March 1, 1960. At all other times when workdays were charged on Corbett Avenue a normal work crew was working at Briarplace.

There were utilities, such as gas and water, that were carried on the detour and had to be moved to the new structure before the detour could be removed. During this moving period, you were undoubtedly denied full access to the structure. This period extended from September 21, 1960, to November 19, 1960, and there were 12 workdays charged during this period. We are willing to cancel these 12 days, although during that entire period your work crew on Corbett Avenue was as large as at any other time during the construction of the project.

The contract requires that within 10 days after the mailing to the contractor of the weekly record of workday charges the contractor shall file written protest, and that failure to do so constitutes approval of the workday charges. You did not follow this contract requirement. However, you did file a letter of protest, dated September 30, 1960, covering the periods of August 8, 1960, to September 16, 1960, and September 19, 1960, to September 23, 1960. Between August 8, 1960, and September 16, 1960, you had the largest crew working on the structure that was used at any time during the entire period of construction, and the evidence does not indicate that workdays should not have been charged. The protests of September 19 and September 20 are also not allowed. Weather records show a rainfall of only 0.35 inch on September 19, all of it occurring around 11 o'clock in the morning, and no rainfall on September 20. As stated above, we are recommending cancellation of charges subsequent to September 20 for other reasons.

We now have before us a protest covering the period from December 26, 1960, to January 13, 1961, alleging muddy conditions at the job site. There is mud at the job site in depths of two to four inches, but under this is the solid, underlying, native rock. The conditions are normal for any bridge job conducted during the winter season and, in our opinion, do not reduce your efficiency to less than 60 per cent.

After careful examination of this matter, we will cancel the work time charged in the amount of 15 days, as follows: January 11, 1960, February 29, 1960, March 1, 1960, and the 12 days charged between September 21, 1960, and November 19, 1960.

Very truly yours,

W. C. Williams
State Highway Engineer

GSP:ae me

cc Forrest Cooper
G. S. Paxson
Ivan Merchant

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FEB 10 1961
FOR FILING

I-5-6(11)300

5545

Salem, Oregon
February 9, 1961

Mr. W. C. Williams

Time Extension
S. W. Corbett Avenue Undercrossing
Contract No. 5548

The undercrossing of S. W. Corbett Avenue by the freeway is under contract to the Kuckenberg Construction Company. Contract was awarded November 5, 1959, with 190 workdays allowed. The workday count was not started until December 28, 1959 because of interference by grading, although the contractor had actually put in 10 days before that date. The allowed time has now been exceeded by about 12 days.

The contractor had a structure at Briarplace, a short distance away, under construction at the same time. I have gone over the records from December 28, 1959 to April 8, 1960 and find 3 days when workdays were charged against Corbett Avenue and work was not under way at Briarplace. The weather records show these days as cold and not suitable for the placing of concrete. These days are January 11, February 29, and March 1, 1960. At all other times when workdays were charged a ~~nominal~~ normal crew was working at Briarplace.

There were utilities, gas, water, power and telephone that were carried on the detour and had to be moved to the new structure before the detour could be removed. During the moving period, the contractor was denied full access to the structure. This period extended from September 21, 1960 to November 19, 1960. There were 12 workdays charged during this period. I would recommend that the charge of these 12 days be cancelled, although during that period the crew was as big as at other times during the job.

The contract requires that within 10 days after the mailing to the contractor of the weekly record of workday charges, the contractor shall file written protest, and that failure to do so constitutes approval of the charges. The contractor did not follow the requirements of the contract. He did file a letter of protest dated September 30, 1960 covering the periods August 8 to September 16, 1960 and September 19 to September 23, 1960. Between August 8, 1960 and September 16, 1960, the contractor had the largest crew working at the site that was used during the entire time. The protest of September 19 and 20 was not allowed. Weather records show rainfall of only 0.35 inch on September 19 and none on September 20. I have recommended cancellation of charge subsequent to September 20 for other reasons. We now have a protest covering the period of December 26, 1960 to January 13, 1961, alleging muddy conditions at the site. There is mud at the site in depths of 3 to 4 inches. Under this is rock. It does not reduce the efficiency to less than 60 per cent. If this is an excuse for giving free time, we stop time charges all winter on almost all bridge projects.

After careful examination of this matter, I can only recommend cancellation of work time charged in the amount of 15 days as follows: January 11, 1960, February 29, 1960, March 1, 1960 and the 12 days charged between September 21 and November 19, 1960.

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. Ivan D. Merchant

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I-5-6 (11) 300

5545

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
January 9, 1961

SUBJECT: S. W. Corbett Ave. U'xing of
R. H. Baldock Freeway
Cont. No. 5548, Kuckenberg Const. Co.

To:

Mr. W. C. Williams
State Highway Engineer

OFFICE

This is in answer to your request for a review of events leading up to Kuckenberg Construction Company's request for a 30-day extension of time, without assessment of liquidated damages, in which to complete work on subject contract.

Briefly, the contract work consisted of construction of a 327' reinforced concrete overcrossing of the freeway, removal of an existing timber and earth fill detour for Corbett Avenue that had been placed under another contract, along with incidental construction as required by the job plans and specifications.

The construction schedule and progress of the contract work had to account for several rather undesirable conditions, outlined briefly as follows:

1. Construction work on structure could not start until certain grading work at the structure site was completed under another contract, which incidentally was Kuckenberg Construction Company.

2. Removal of the detour roadway and structure could not be accomplished until the new structure was completed to a stage that it could be used by traffic normally using the detour and until such time as certain public utilities occupying the detour could be relocated to the new permanent structure.

3. Certain retaining walls along the freeway, a part of the work to be done under subject contract, could not be completed until the earth fill portion of the detour could be removed.

The work was bid 10-13-59.

The contract was awarded November 5, 1959, to Kuckenberg Construction Company.

The contract specifications required completion of all work in 190 workdays, contemplating a construction period of a little less than ten months and a resulting completion date on or about September 30, 1960.

As of December 30, 1960, contractor has been charged 184 workdays with only 81% of the contract work completed, and has actually worked on the job 216½ days, having worked on some days when, in the engineers judgment it was not possible to work to 60% efficiency. This occurred during the period 10-7-60 to 12-2-60 when the principal work remaining was removal of the earth fill portions of the detour and weather conditions were such that heavy equipment could not operate. Contractor did work on the structure, finishing and other miscellaneous work that should have been completed long before October.

During the period 1-1-60 to 4-15-60, 26 workdays were charged against the contractor and he did nothing on the job.

During the life of the contract the contractors progress never equalled the time expended. As of 12-30-60, work completed= 81% and time expended = 96.8%. The matter of progress was called to the contractor's attention by letter 11-14-60 by the Resident Engineer. A copy of this letter is attached.

The following correspondence concurring the matter is attached:

Kuckenberg letter 12-19-60
Division office reply 12-22-60
Kuckenberg letter 12-23-60
Division letter 12-28-60

I would, reluctantly, concur in division recommendation of a 12-day extension without assessment of liquidated damages for reasons stated in their letter 12-22-60, as I do not feel that the contractor prosecuted the work to his nor the State's best interests.

See time expended/progress schedule attached.

My reason for recommending the 12-day extension is that the contractor was denied full access to the structure site during the time utilities occupying the detour were transferred to new locations on the new permanent structure . This occurred during the period September 21, 1960 to November 19, 1960 and the contractor was charged workdays during this period. Utilities work in the area did hamper contractor's work to a certain extent.

The time allotted for the work was reasonable and had he pushed the work during favorable weather, he would not be faced with an incompleted job and bad winter weather in which to complete it.

Ivan D. Merchant

Ivan D. Merchant
Bridge Engineer

CAG:smd

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5548

COMMISSIONERS
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Portland
ROBERT B. CHESSMAN, Member
Astoria
KENNETH N. PRIDLEY, Member
Wasco
H. B. GLAISYER, Secretary
Salem

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
~~xxxxxxx~~
P.O. Box 4699
Portland 2, Oregon

NOTED
W. C. WILLIAMS

December 28, 1960

Kuckenberg Construction Co.
4801 S. W. Corbett Avenue
Portland, Oregon

Re: Corbett Ave. Structure
Corbett Ave. Undercrossing
Prefix: 626-1037
Contract: 5548

Attention: R. A. Mortensen

Gentlemen:

This will acknowledge receipt of your letter of December 23, 1960 regarding your request for an extension of 30 work days.

The opinion of the Metropolitan Engineer's office was stated in our letter of December 22, 1960 and at this stage of construction 12 work days is all that can be favorably considered toward an extension of time.

The existence of the two poles at the south end of the structure may be a reason for an extension beyond the number of days considered in our letter of December 22, 1960. It is impossible at this stage of construction to know if your contract time will expire before the telephone company moves these poles. The Pacific Telephone and Telegraph Company has indicated that they expect to have the poles removed by January 31, 1961. It is, therefore, suggested that you make your application for a time extension with consent of surety when it is definitely known how much time will be required to complete the project.

Very truly yours,

Lloyd P. Shaw
Metropolitan Engineer

By:
Alfred A. Rear
Alfred A. Rear
Assistant Metropolitan Engineer

AAR/bh
cc: W.C. Williams
Ivan Merchant
Ed Hardt
Kuckenberg Cons. Co.
11104 N.E. Holman St.

RECEIVED
DEC 30 1960
OFFICE OF
STATE HIGHWAY ENGINEER

KUCKENBERG CONSTRUCTION CO.

GENERAL CONTRACTORS

P O BOX 7407

11104 NORTHEAST HOLMAN STREET

BUS. PHONE:
ALPINE 3-7533

PORTLAND 20, OREGON

[illegible] S.W. Corbett Ave.
December 2[illegible], 19[illegible]

Oregon State Highway Department
[illegible] S.E. [illegible] Blvd.
Portland, Oregon

Re: S.W. Corbett Ave. Undercrossing
Contract # [illegible]

Attention: Mr. Lloyd [illegible], Metropolitan Engineer

Gentlemen:

We are in receipt of your [illegible] to our request for a 30 day extension on the above named project.

We do not wish to be argumentative about any verbal conversations which went on concerning the closing or the [illegible] of the sequence of construction, but regardless of the fact that we did not meet the date set forth in your request we still opened the bridge to traffic on the morning of October [illegible], 19[illegible]. We did work overtime at our own expense to [illegible] and at no time did we interfere or delay any of the utilities involved.

We are still of the opinion the 30 day extension should be granted by your office. Your willingness to [illegible] only the 12 days charged between Sept. 21, and Nov. 17, 19[illegible], is not just for a number of reasons. One is regardless of the fact some days were not charged during this period, the fact still remains we were denied the opportunity to work during a period of relatively good weather and now are faced with having to construct a retaining wall by stages. Because of the utilities [illegible] we are going to have to delay opening up the remaining sections until the [illegible] reached sufficient strength so it can be backfilled. Had we been able to do this work at an earlier date this stage construction would have been unnecessary.

At the south end of the structure the telephone company still has two poles supporting 4 conduits. This is preventing us from finishing the excavation and sidewalks in this area. At one time the telephone company said they would get all their equipment [illegible] underground in 6 weeks. As of this date they have been working on their conversion for 3 months and a completion date still seems to be unknown.

If you still feel you can not endorse the 30 day extension, please advise us so we may carry our request to the Highway Department in Salem.

Yours truly,

KUCKENBERG CONSTRUCTION CO., INC.

R. A. Mortensen, Gen. Supt.

RAM:cp
Cc: Main office

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DEC 27 1960

FORM E-123-X

COMMISSIONERS
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PORTLAND
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GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

5548

NOTED
W. C. WILLIAMS

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

P.O. Box 4699
Portland 2, Oregon
December 22, 1960

Subject: Request for Time Extension
Corbett Ave. Undercrossing
Contract: 5548
Prefix: 626-1037
Bridge No. 8196

Kuckenberg Construction Co.
4801 S. W. Corbett Ave.
Portland 20, Oregon

Attention: Mr. R. A. Mortensen

Gentlemen:

Your letter of December 19 requesting a 30-day increase in the number of workdays to complete your contract #5548 has been received by the Metropolitan office. From a review of the reasons set forth in your letter, it appears that some additional time is justified. We have analyzed the statements made in your letter and are making comments on each statement in order that you may either revise your request or re-submit it, as you see fit.

The Metropolitan office will endorse a request for an increase in the number of workdays equal to the number of days charged between September 21 and November 19.

Paragraph 2 of your letter refers to a compromise. It is assumed that the compromise was your conference with W. C. Williams, P. M. Stephenson, Tom Edwards, Lloyd Shaw, Al Rear, and Ed Hardt on August 10. No mention was made at this conference that the State would allow traffic discontinued on the detour ten days prior to your last deck pour. Until September 21 you were proceeding with your work in logical sequence, and the denial of the detour structure and fill was not denying you of work normally available at that stage of construction.

The third paragraph of your letter makes a reference to your letter of September 1 in which you stated that your last deck pour would be made on September 15 or 16. Based on this letter a schedule was prepared for the installation of utilities. It was not possible to follow the schedule because the Kuckenberg Construction Co. did not complete the last deck pour until September 20. Beginning on September 21 it appears that the utilities were definitely an interference to your work.

Fourth paragraph has reference to two guy wires and two poles imbedded in the slope at the north end of the structure. We acknowledge the fact that the guy wires were a hindrance to the removal of the general excavation. During the period referred to, October 19 to November 19, only one workday was charged.

The fifth paragraph makes a reference to a letter dated September 30 which was a protest of workday charges. The resident engineer's report of protest of workday charges expresses the opinion of this office. We concur in your statement that as of September 30 the main portion of the work to be done was general excavation. This could not be carried on efficiently until the utilities had cleared the area.

After reviewing each argument on its own merits it is the opinion of the Metropolitan office that we could endorse a request for extension of workday charges covering the number of days charged between September 21 and November 19 inclusively. This would amount to twelve workdays.

Very truly yours,

Lloyd P. Shaw
Metropolitan Engineer

By

Alfred A. Rear
Alfred A. Rear
Assistant Metropolitan Engineer

AAR/lh

cc: W. C. Williams
Ivan Merchant
Ed Hardt

RECEIVED
DEC 24 1960
OFFICE OF
ENGINEER

KUCKENBERG CONSTRUCTION CO.

GENERAL CONTRACTORS

P. O. BOX 7407

11104 NORTHEAST HOLMAN STREET

BUS. PHONE:
ALpine 3-7535

PORTLAND 20, OREGON

4801 S.W. Corbett Ave.
December 19, 1960

Oregon State Highway Department
9920 S.E. McLoughlin Blvd.
Portland, Oregon

Re: S.W. Corbett Ave. Undercrossing
Contract # 5548

Attention: Mr. Lloyd I. Shaw, Metropolitan Engineer

Gentlemen:

This letter is to serve as a written request for an extension of work days on the above named project from 190 days to 220 days, with the understanding no assessment of liquidated damages be charged against this contract.

In our letter of August 2, 1960, we asked removal of traffic from the detour structure on August 8, 1960. This was denied and a compromise was reached whereby we would permit traffic on the detour until 10 days before our last deck pour was scheduled.

We again informed you of our schedule on Sept. [illegible], 1960, asking for the detour closure on Sept. 19, 1960. In your reply of Sept. 7, 1960, you set up a [illegible] schedule of operations for the three utilities involved besides ourselves. The only ones to meet this schedule were Northwest Natural Gas Company and ourselves. The Portland Water Department, according to the schedule was to be completed on Sept. 29, 1960, but [illegible] until [illegible] their work October 19, 1960.

On October 19, 1960, we wrote you concerning two guy wires and two poles imbedded in the slope at the north end of the structure. Only one of these poles show on the original plans, the other pole carrying an overhead korduct was placed after the award of this contract. Both guy wires were imbedded in the area for general excavation. This korduct and pole was not removed until November 19, 1960, thus preventing us from finishing the general excavation until after that date.

In our letter of Sept. [illegible], 1960, we informed you twice as much structural work as grading work remained, but the structural work could not commence until the grading work was completed in its entirety. At this time we asked you to cease the work day count against this project. This you declined to do.

As you are well aware, we have proceeded, in the face of great difficulties, to remove the excavation after the fall rains began.

At present, we are continuing with the wall sections to the north, working under very unfavorable conditions. Our intent is to work through the holiday season which normally is a two week vacation for our organization.

KUCKENBERG CONSTRUCTION CO.

GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET

BUS. PHONE:
ALPINE 3-7533

PORTLAND 20, OREGON

page 2--continued

No thought was given, in the Specifications, as to when the traffic would be removed from the detour, nor a time schedule provided for the utilities. The delays occasioned by these utilities, both known and unknown, were beyond our control.

Considering all these factors, the work has been expedited as vigorously as possible under very unfavorable circumstances.

In view of the above stated facts, plus the fact the traveling public has the use of the structure, we feel a 30 day extension of time should be granted us.

A consent of surety for the 30 day extension accompanies this letter.

Yours truly,

KUCKENBERG CONSTRUCTION CO., INC.

[illegible], Gen. Supt.

[illegible]:ej
CC: Main office

11/27/59 Start work - Site partially ready contractor worked 10 days, completed 4% of work. Ftgs and 1st lift of cols. and bents 2 and 3 prior to start of workday count.

12/28/59 Site Ready - Start workday count.

Wk. End	+ 60% Days	- 60% Days	Contr. Worked	Aver. Size Crew	% Time Elapsed	% Work Complete	Remarks
1/1/60	5	0	0	0	2.1	4.33	
1/8/60	4	1	4	10	4.2	5.1	
1/15/60	4	1	4	6	6.3	5.9	
1/22/60	0	5	0	0	6.3	5.9	
1/29/60	5	0	5	4	8.9	6.7	
2/5/60	5	0	3	4	11.6	5.95	
2/12/60	3	2	1	2	13.2	6.0	
2/19/60	5	0	0	0	15.8	6.0	
2/26/60	5	0	3	4	18.4	6.6	
3/4/60	2	3	1	4	19.5	5.86	
3/11/60	4	1	*2	4	21.6	5.86	
3/18/60	4	1	*5	12	23.7	6.28	
3/25/60	5	0	3	9	25.8	6.5	
4/1/60	1	4	0	0	26.9	6.5	
4/8/60	5	0	2	5	29.0	6.7	
4/15/60	5	0	4	6	31.6	6.0	
4/22/60	4	1	4	8	33.7	6.4	
4/29/60	5	0	5	12	36.3	6.9	
5/6/60	4	1	4	10	38.4	7.2	
5/13/60	3	2	*5	15	40.0	10.0	
5/20/60	1	4	*5	20	40.5	12.0	
5/27/60	4	1	*5	12	42.6	13.5	

Wk. End	+60% Days	-60% Days	Contr. Worked	Aver. Size Crew	% Time Elapsed	% Work Complete	Remarks
6/3/60	4	1	4	17	44.7	20.5	
6/10/60	5	0	5	16	47.3	21.0	
6/17/60	4	1	*5	12	49.4	21.9	
6/24/60	5	0	5	10	52.0	22.8	
7/1/60	5	0	5	15	54.7	25.9	
7/8/60	4	1	4	10	56.8	26.8	
7/15/60	5	0	5	10	59.5	27.7	
7/22/60	5	0	5	12	62.3	28.6	
7/29/60	5	0	5	12	64.9	29.5	
8/5/60	5	0	5	12	67.4	27.3	
8/12/60	5	0	5	15	70.0	28.2	
8/19/60	5	0	5	18	72.6	35.0	
8/26/60	3	2	*4 1/2	10	75.3	45.0	
9/2/60	5	0	5	20	76.8	42.7	
9/9/60	4	1	4	24	78.9	43.6	
9/16/60	5	0	5	18	81.6	55.0	
9/23/60	5	0	5	14	84.2	65.0	
9/30/60	5	0	5	14	86.3	68.0	
10/7/60	3	2	5	14	87.9	64.8	Finish & Cleanup Str. essentially compl. & ready for traffic misc. str. work - weather too wet to remove detour.
10/14/60	0	5	*5	10	87.9	66.3	
10/21/60	2	3	*5	11	88	67.9	do
10/28/60	0	5	*5	10	89	69.5	do
11/4/60	0	5	*5	5	89	72.7	do
11/11/60	0	5	0	0	89	72.7	do
11/18/60	0	5	*5	8	89	74	do

Wk End	+ 60% Days	- 60% Days	Contr. Worked	Aver. Size Crew	% Time Elapsed	% Work Complete	Remarks
11/25/60	0	5	*3	2	89	74.5	do
12/2/60	0	5	*5	2	89	75	do
12/9/60	4	1	*4	2	91.1	75.5	Misc. str. work - Did not work on detour but could have misc str. work - No detour work Misc. str. and wall work.
12/16/60	3	2	*4	12	92.6	76.5	
12/23/60	4	1	*5	15	97.7	79.1	
12/30/60	4	1	4	13	96.8	81.1	Retaining Wall

COMMISSIONERS
M. K. McIVER, CHAIRMAN
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[illegible] B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 14, 1960
Portland, Oregon

Re: Corbett Avenue Undercrossing
Contract 5548, Prefix 626-1037

Hackenberg Construction Co.
P.O. Box 7407
Portland 20, Oregon

Gentlemen:

As of November 5, 1960, the closing date of the current monthly estimate for the Corbett Avenue Undercrossing project, you had slightly less than 75 % of the contract work completed. As of the same date you had used 169 workdays out of a total specified for the project of 190 for a percentage of 88.9.

I am taking this opportunity to point out that your work performance is lagging behind the workdays that you have used with the hope that you will be prompted to increase your daily production to the end that the State will not be forced to charge liquidated damages at the conclusion of the project.

Sincerely Yours,

Edward L. Hardt

Edward L. Hardt
Resident Bridge Engineer

ELH/wdr

cc: Ivan R. Merchant
Lloyd P. Shaw
Roy Pyle

RECEIVED
SEP [illegible] 1960
FOR FILING

1-5-6(11)

5548

Salem, Oregon
September 13, 1960

Mr. Lloyd Shaw

I am returning without approval Order for State Force Work covering payment to the Rose City Transit Company for providing additional bus service due to the interruption of traffic at the Corbett Avenue structure.

I have discussed this with Mr. Lindas, and he is of the opinion that we have no more legal ground for reimbursing the bus company for any additional costs than we would have for reimbursing everyone else who travels this street.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. Ivan D. Merchant

FORM E-30 50M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 9, 1960

SUBJECT: Corbett Avenue Undercrossing
Contract: 5548
Prefix: 626-1037
Bridge No. 8196

To: Mr. Ivan Merchant
Bridge Engineer
State Highway Department
Salem, Oregon

Herewith Order for State Force Work No. 2 in the amount of $1,400.00 covering the cost of furnishing additional bus transportation to supplement normal service during the closure of Corbett Avenue while the south approach fill is being constructed and utilities are being installed. The estimate of cost of bus service is at the rate of $70 per day and not to exceed twenty days.

Your approval of this Order is recommended.

Alfred A. Rear
Alfred A. Rear
Assistant Metropolitan Engineer

AAR/lh
Encl.
cc: Ed Hardt

RECEIVED

RECEIVED
JUL 13 1960
FORM E-90X—50M—2-58—18190
FOR FILING

I 5 [illegible] 300

554

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

July 8, 1960

Memo to the Files

SUBJECT: Corbett Avenue Structure
Contract: 5548
Prefix: 626-1037
Bridge No. 8196

To:

REFERRED TO
Cooper
By State Highway Engineer

On June 17th the Kuckenberg Construction Company attempted to remove the sheet piles at Bent #4 with a 25-ton, rubber-mounted crane and a Vulcan extractor. They were unsuccessful in removing the sheet piles, so they added a strain line from a 35-ton, rubber-mounted crane. The apparatus failed after working two to three hours with still no sheet piles removed.

Mr. Kuckenberg then called Lloyd Shaw at about 4:30 p.m. and suggested that the sheet piles were retaining our slopes and were therefore of some value to the State if left in place. He suggested that the State should reimburse the Kuckenberg Company for the cost of the sheet piles.

I was instructed to examine the piles and, in doing so, saw that the water was leaching from the bank retained by the sheet piles. In my opinion, the sheet piles created an impervious membrane which should be removed in order that the cut slope could properly drain.

In a discussion with members of Mr. E. L. Hardt's crew, it appeared that Mr. Kuckenberg desired to sell the sheet piles to the State because he had experienced difficulty in removing them. None of the piles have been removed to date.

On June 20th I wrote to Mr. Kuckenberg and rejected his proposal to purchase the sheet piles and told him they must be removed.

Mr. Kuckenberg's letter of July 1st was a reply to my June 20 letter and is being analyzed below.

The background of the sheet piles is as follows:

Paxson

RECEIVED
JUL 11 1960
OFFICE OF
STATE HIGHWAY ENGINEER

On March 15th a meeting was held at the telephone company office to determine what could be done to prevent loss of the telephone company's coaxial cable due to slope failure. The Kuckenberg Company presented a plan for slide protection using sheet piles. Ivan Merchant and Al Rear indicated that the plans appeared to be okay to stop the slide, but it did not appear adequate for excavation at Bent #4. Larry Kuckenberg then informed us that he would take care of that when the time came and that we were discussing only the slide protection.

When the Kuckenberg Company began excavation for Bent #4 there was no further shoring provided, and the failure resulted which required additional struts. The failure has caused a binding of the interlocks of the sheet piles and resulted in difficulty in removing the steel sheet piles. Therefore, the sheet piles may not have been driven for the express purpose of the shoring of Bent #4, but it is obvious that it was the intention of the Kuckenberg Company that no further shoring was to be provided. The sheets were driven with the approval of the Department and as a token measure of complying with the Special Provisions of the contract.

The second paragraph requests that we make reconsideration of the fact that conditions of earth on this project are little different than elsewhere on the entire project. The reference to "entire project" is to the Kuckenberg Company's contract #5110, which is covered with slides. The Department did reconsider this fact and wrote a precautionary measure into the Special Provisions and cautioned the contractor that shoring would be required at this location. Mr. Kuckenberg considers the limits of the project as from S. W. Lowell Street to S. W. 21st Avenue, whereas he should be considering the limits as from Station 135 to Station 142. As far as the State is concerned in accepting its responsibilities, the Kuckenberg Company bought those responsibilities when they entered into contract #5548. Mr. Kuckenberg has suggested that he be paid his bid prices for shoring and cribbing and that the State also pay him for repairing his own damage as a result of the failure of the shoring and cribbing by doing his own work on a force account basis.

On July 7th I acknowledged receipt of Mr. Kuckenberg's letter and restated that the sheet piles must be removed.

Alfred A. Rear
Assistant Metropolitan Engineer

AAR/lh
cc: W. C. Williams
Ivan Merchant
Ed Hardt
Roy Pyle

FORM E-123-X 12.5M 8-56

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

PORTLAND
July 7, 1960

Subject: S.W. Corbett Ave. Structure
Contract: 5548
Profix: 626-1037
Bridge No. 8196

Kuckenberg Construction Company
11104 N. E. Holman Street
Portland, Oregon

Gentlemen:

This will acknowledge your letter of July 1, 1960. The conditions set forth in our letter of June 20th have not been changed nor has our answer to your telephone request of June 17th been altered. The sheet piles in question, as stated before, must be removed.

Very truly yours,

Alfred A. Rear
Alfred A. Rear
Assistant Metropolitan Engineer

AAR/lh

cc: W. C. Williams
Ivan Merchant
Ed Hardt
Roy Pyle

RECEIVED
JUL 11 1960
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon
June 20, 1960

Subject: S.W. Corbett Ave.
Structures
S.W. Corbett Ave.
Undercrossing
Contract: 5548
Prefix: 626-1037
Bridge No. 8196

Kuckenberg Construction Company
11104 N. E. Holman Street
Portland, Oregon

Gentlemen:

On Friday, June 17, 1960, you contacted Mr. Shaw by phone and suggested that sheet piles at Bent #4 on the S.W. Corbett Avenue structure be left in place and that your company be reimbursed the cost of steel sheet piles. As a result of this phone call, I have been requested to examine the effect and need of leaving the sheet piles in place.

The sheet piles as they are now placed create an impervious membrane which retards the drainage of the material retained by the wall at Bent #4. The existence of the sheet piles is considered objectionable, and they should be removed in accordance with paragraph 2.1.5 (d) of the General Specifications for this contract.

COPY

Yours truly,

(signed) Alfred A. Rear

Alfred A. Rear
Assistant Metropolitan Engineer

AAR/lh

cc: Ivan Merchant
Ed Hardt
Roy Pyle
WC Williams.

Meeting at 11:00 A.M., March 15, 1960, Room 208, 410 N. E. Clackamas Street:

Discussion of a small slide, its possible further action and its possible effects on our conduits and cables in the proximity of the slide at S. W. Corbett and Seymour Streets, Portland, Oregon

Present:

Ivan Merchant	State Highway Bridge Engineer			
Lloyd P. Shaw	" " Metropolitan Engineer			
Al Rear	" " Asst. " "			
Ed Hart	" " Resident Bridge Engineer			
Larry Kuckenberg	Kuckenberg Company			
Jim Moore	" " - Attorney			
James Riley	Fidelity and Casualty Co of N. Y.			
Gerald Ellingston	" "			
Mr. Johnson	" "			
Fred Clements	Plant Service Foreman,	Pacific	Telephone-	Northwest
C. B. Scott	District Plant Manager,	"	"	"
J. W. Taber	District Plant Engineer,	"	"	"
Geo. Elbert	Senior Engineer,	"	"	"

Mr. Taber:

Made a discussion of the situation and explained that from all information available, it was indicated that further slide action could continue. We have replaced the Coax cable, which is the most important. The meeting was called to get information to see what further action was necessary.

Mr. Moore:

The Kuckenberg Company, highway contractors, had already started work of reinforcing the slide area. This involved driving steel piling (They had brought plans of their proposed reinforcing work to the meeting.)

Mr. Shaw:

He explained that in a meeting at the slide location (highway and Telco engineers) Friday, March 11, he stated that the slide could continue. (After this the Tel. Co decided to start immediate action on replacement of the Coax cable.)

Mr. Merchant:

After looking at the contractor's plans for reinforcing, he explained that these plans were somewhat the idea the highway department had recommended for reinforcing before any excavation work was started Also, that something of this order had to be done He would have to study these specific plans further. Mr. Merchant was informed by Mr. Kuckenberg that these plans had been designed by their engineer, Henderson, with the guidance of a Mr. Kelly of the Consulting firm, Nordlander, Kelly & Luck. (The highway engineers then studied plans for about 20 minutes) They then indicated that they could not see any further major slide action

Mr. Taber:

What movement could occur?

D. E. SKINNER

Mr. Merchant:

After looking over plans with some modifications, I don't see where any deflection of over a few inches could occur.

Mr. Taber:

Thanks to everyone for coming. We will make a decision as to what course the Telephone Company will take. Also will continue to coordinate closely with the contractor and highway people

RECEIVED
FORM E-123-X 50M 6-59
JAN 14 1960
FOR FILING

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

[illegible]

5548

January 8, 1960

Mr. C. O. Polk, Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: Pipe Line Permit
Pacific Interstate Highway
Project I-5-6(11)300

Dear Sir:

Attached are three identical copies of a permit we are issuing to the Northwest Natural Gas Company, covering a four-inch pipe line located on the Pacific Highway Interstate at the S. W. Corbett Avenue Undercrossing in Portland.

Of the attached permits, two are conformed copies; these are intended for your files. Will you please indicate your approval on the executed copy of the permit and return same to this office for permanent filing.

We have previously discussed this permit with Mr. Brooks of your office and received his verbal approval of the proposed installation.

Very truly yours,

R. B. Sipprell
Director of Permits

By

Original signed by R. P. Hamilton

R. P. Hamilton
Utilities Permit Engineer

RPH:dw
Encls.

cc: Mr. P. M. Stephenson

NOTED
P. M. STEPHENSON

RECEIVED
JAN - 8 1960
OFFICE OF
STATE HIGHWAY ENGINEER

Contract No 5548 12-16-59

RECEIVED
DEC 17 1959
FOR FILING

Monthly Transaction No. 12-30	For -2 (9- 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
Project Report No. 6 I-5-6(11)300	**FEDERAL-AID PROJECT AGREEMENT**	County **Multnomah**
		Project No. **I-5-6(11)300**

5548

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Approx. 0.3 mile south of N. end of I-303(21)-(new I-5-6(8)297)
(S. W. Corbett Ave. U'xing)

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering	4-28-58	
Rights-of-Way		
Construction	7-2-59	0.0
Other (*Specify*)		

FUNDS

Estimated total cost of project $ 330,265	Federal funds $ 319,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
~~Deputy~~ **State Highway Engineer**
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **December 16, 1959**

USComm-DC 40257

December 15, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the S. W. Corbett Street Undercrossing, Project No. I-5-6(11)300.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

RLP:nm

November 27, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the S. W. Corbett Street Undercrossing, Project No. I-5-6(11)300.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Oregon State Highway Department

Federal Aid
Project No. I-5-6(11)300

S. W. CORBETT STREET UNDERCROSSING ON THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 27, 1959

Type Code P.E.

Preliminary Engineering	All Required	$	$ 3,000.00

Type Code X721
S. W. Corbett Street Undercrossing (Sta. 137+46.90)

Removal of Curbs	250 cu. yds.	$0.75	$ 187.50
Remove Detour Structure	All Required		2,500.00
Drainage Excavation, Unclassified	30 cu. yds.	10.00	300.00
General Excavation, Unclassified	27,800 cu. yds.	0.75	20,850.00
8-inch Corrugated Metal Pipe	40 lin. ft.	2.50	100.00
8-inch Sewer Pipe	146 lin. ft.	2.50	365.00
Concrete Inlets, Type "G"	1 only	100.00	100.00
Concrete Curbs	40 cu. yds.	45.00	1,800.00
Concrete Walks	440 sq. yds.	5.00	2,200.00
Concrete in Islands	10 cu. yds.	45.00	450.00
Salvaging Guard Rail	1,000 lin. ft.	2.00	2,000.00
Coarse Crushed Material in Base	1,200 cu. yds.	3.85	4,620.00
3/4" - 0 Material in Base	140 cu. yds.	4.10	574.00
Sprinkling	40 M-gal.	3.85	154.00
3/4" - 0 Material in Binder Course	18 cu. yds.	8.25	148.50
RC-3 Asphalt	4 tons	82.50	330.00
Class "B" Asphaltic Concrete	420 tons	8.95	3,759.00
Class "A" Concrete in Retaining Walls	660 cu. yds.	47.50	31,350.00
Metal Reinforcement in Retaining Walls	120,000 lbs.	0.13	15,600.00
			$ 87,388.00

Structure

Shoring, Cribbing, Etc.	All Required	$	$ 3,000.00
Structural Excavation	6,500 cu. yds.	6.00	39,000.00
Structural Excavation Below Elevation Shown	900 cu. yds.	0.10	90.00
Special Backfill	4,500 cu. yds.	1.25	5,625.00
Furnish Steel Piling	1,550 lin. ft.	4.75	7,362.50
Drive Piles	28 only	65.00	1,820.00
Splice Steel Piles	5 only	35.00	175.00
Class "A" Concrete in Undercrossing (1,656 cu. yds.)	All Required		99,360.00
Metal Reinforcement in Undercrossing (474,000 lbs.)	All Required		61,620.00
Metal Handrail	646 lin. ft.	10.00	6,460.00
Concrete Slab Riprap	375 sq. yds.	9.00	3,375.00
6-inch Standard Steel Pipe	120 lin. ft.	3.00	360.00
			$228,207.50
Flagging (57½% of Contractor's Cost)	All Required		100.00

Subtotal	$315,695.50
10% Engr. & Cont.	31,569.50
Total	$347,265.00

Length of Project - - - - - - 0.000 Miles

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 2,700.00	$ 300.00
Structure	347,265.00	316,300.00	30,965.00
	$350,265.00	$319,000.00	$31,265.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-5-6(11)300

S. W. CORBETT STREET UNDERCROSSING ON THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 23, 1959

Type Code P. E.

Preliminary Engineering	All Required		$ 3,000.00

Type Code X721
S. W. Corbett Street Undercrossing (Sta. 137+46.90)

Removal of Curbs	250 cu. yds.	$ 0.40	$ 100.00
Remove Detour Structure	All Required		4,000.00
Drainage Excavation, Unclassified	30 cu. yds.	3.50	105.00
General Excavation, Unclassified	27,800 cu. yds.	0.75	20,850.00
8-inch Corrugated Metal Pipe	40 lin. ft.	2.50	100.00
8-inch Sewer Pipe	146 lin. ft.	2.00	292.00
Concrete Inlets Type "G"	1 only	100.00	100.00
Concrete Curbs	40 cu. yds.	40.00	1,600.00
Concrete Walks	440 sq. yds.	4.25	1,870.00
Concrete in Islands	10 cu. yds.	50.00	500.00
Salvaging Guard Rail	1,000 lin. ft.	1.75	1,750.00
Coarse Crushed Material in Base	1,200 cu. yds.	3.00	3,600.00
3/4" - 0 Material in Base	140 cu. yds.	3.50	490.00
Sprinkling	40 M-gals.	3.00	120.00
3/4" - 0 Material in Binder Course	18 cu. yds.	5.00	90.00
MC-3 Asphalt	4 tons	75.00	300.00
Class "B" Asphaltic Concrete	420 tons	7.00	2,940.00
Class "A" Concrete in Retaining Walls	660 cu. yds.	50.00	33,000.00
Metal Reinforcement in Retaining Walls	120,000 lbs.	0.135	16,200.00
			$ 88,007.00

Structure

Shoring, Cribbing, Etc.	All Required		$ 10,000.00
Structural Excavation	6,500 cu. yds.	$ 6.00	39,000.00
Structural Excavation Below Elevation Shown	500 cu. yds.	15.00	7,500.00
Special Backfill	4,500 cu. yds.	3.00	13,500.00
Furnish Steel Piling	1,550 lin. ft.	5.00	7,750.00
Drive Piles	28 only	80.00	2,240.00
Splice Steel Piles	5 only	45.00	225.00
Class "A" Concrete in Undercrossing (1,656 cu. yds. at $65.00)	All Required		107,640.00
Metal Reinforcement in Undercrossing (474,000 lbs. at $0.13)	All Required		61,620.00
Metal Handrail	646 lin. ft.	12.00	7,752.00

Concrete Slab Riprap	375 sq. yds.	$ 8.50	$ 3,187.50
6-inch Standard Steel Pipe	120 lin. ft.	5.00	600.00
			$261,014.50
Flagging (57½% of Contractors Cost)	All Required		100.00
	Subtotal		$349,121.50
	10% Engr. & Cont.		34,912.15
	Total		$384,033.65

Length of Project - - - - - - - - 0.000 miles

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 2,700.00	$ 300.00
Structure	384,033.65	354,300.00	29,733.65
	$387,033.65	$357,000.00	$30,033.65

RECEIVED
DEC 14 1959
FOR FILING
6(11)300
5548

FORM 2-120

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

December 14, 1959

Kuckenberg Construction Co., Inc.,
11104 NE Holman St.,
Portland 20
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

Contract #5548, awarded November 5, 1959, for SW Corbett Avenue Undercrossing on the Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
[illegible] 1959
FOR FILING
I-5-6(11)[illegible]
[illegible]

When replying, refer to:
08-35.4-0

408 State Highway Building
Salem, Oregon

November 5, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5548 for Oregon Project I-5-6(11)300, Harbor Drive-Lowell St. Unit, Corbett Avenue Structure, to Hackenberg Construction Company, Inc., of Portland, Oregon, low bidder in the amount of $315,595.50 at the October 13, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

Orig to Porter

NOTED
FORREST COOPER

RECEIVED
NOV - 5 1959
FOR FILING
[illegible]
5548

A

November 5, 1959

Kuckenberg Construction Co., Inc.
Box 7407
Portland 20, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5548 for undercrossing construction on the Harbor Drive-Washington County Line Section of the Pacific Highway (R. H. Baldock Freeway) in Multnomah County.

This award was based on your bid of $315,595.50 which was the low bid submitted to the Commission on October 13, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED

I5-6(11)300

5548

When replying, refer to:
08-33.6

408 State Highway Building
Salem, Oregon

July 2, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-5-6(11)300, S. W. Corbett Street Structure Harbor Drive-Washington County Line Section. This approval is subject to your making any corrections which may be found necessary following a more complete review of the P. S. & E.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

Orig to Printer

NOTED
FORREST COOPER

I-80N-2(7) Rooster Rock Park-Mult. 1959
15 Falls Sec. of Col. R. Hwy.
#5549 (Sign Installation)

RECEIVED
FEB 5 - 1965

FOR FILING

Salem, Oregon
January 3, 1965

Mr. [illegible] Baxter
Administrative Engineer

I attach [illegible] Hoffman's summary of report of porcelain enamel sign failures. I have instructed Oscar Waite at the lab to take the following steps:

1. To determine by use of the [illegible] colorimeter, by means of a series of tests on signs which we know to be satisfactory, what the normal color reading should be.

2. To establish by a further series of tests what the maximum fading should be at the end of the 10-year period. This would be primarily based on readings on material which we consider to be unfit for further use.

3. To determine by tests the readings on the signs which Hoffman reports as unsatisfactory.

4. To determine where they fall in the sliding scale established under Points 1 and 2 above.

5. To give me the data which will then be turned over to the Legal Division for such action as is necessary.

6. A separate category of failure will include the sandwich boards which are separating. They can be carried out as a separate unit of work. You shall establish and set it for my approval a basis for determining failure of a sandwich board. This will require wrestling with the problem of whether or not a board which has separated fails to deliver the sign message which it was designed to impart.

Attachment

Tom Edwards
Assistant State Highway Engineer

TE:jm

cc Forrest Cooper
L. L. Porter
[illegible] (Enc.)
F. B. Crandall (Enc.)
[illegible] Hoffman
Oscar Waite

[illegible] (Enc.)
[illegible] Johnson (Enc.)
[illegible] (Enc.)
[illegible] Chandler (Enc.)
[illegible] (Enc.)
[illegible] Watson (Enc.)

FORM E-30 50M 8-62 43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1965

SUBJECT:

To:

Mr. Tom Edwards
Assistant State Highway Engineer
DEPARTMENT

Herewith report on defective porcelain enamel signs completed the latter part of December 1964. This represents the second report made on defective enamel signs in 1964. I am conducting this inspection every six months.

I am submitting all copies of this report to you since no action has been taken on previous reports to enforce the warranties. Perhaps a review of our position should be taken prior to transmitting of this report to those concerned.

Please advise if any change is requested in this procedure.

Robert N Bothman

R. N. Bothman
Sign Engineer

RNB:nk
attachment

cc: E. S. Hunter

FORM E-30 25M 9-61 88316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 20, 1965

SUBJECT: Defective Porcelain Enamel Sign Replacement

Mr. George Rohde
To: XXXXXXXXXXXXXXXXXXXX
Chief Counsel
DEPARTMENT

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs in accordance with the terms of the guarantee:

SECTION Rooster Rock Park - Multnomah Falls
HIGHWAY Columbia River US30 I-80-N
CONTRACT NO. 5549 GUARANTEE NO. II
CONTRACTOR Highway Protection Corp.

MANUFACTURER Porce Alum Co.
Lake Park Blvd.
Alliance, Ohio.

DATE MANUFACTURED Feb. 1960

SIGN NO. TED DWG. NO. STATION MESSAGE FAILURE REPORTED

See attached sheet

Fading and discoloration are the cause of all reported failures.

ORIGINAL SIGNED BY R. N. BOTHMAN

R. N. Bothman
Sign Engineer

RNB:nk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer Div. I

January 20, 1965

Rooster Rock - Multnomah Falls Section of I-80-N

Contract No. 5549

SIGN NO.	TED DWG NO.	STATION	MESSAGE	FAILURE REPORTED
1	S 29	1212+00	MULTNOMAH FALLS LEFT LANE	April 1963
2	S 29	1225+00	MULTNOMAH FALLS	April 1963
3	S 29	1247+40	MULTNOMAH FALLS	May 1964
4	S 29	1308+00	MULTNOMAH FALLS EXIT 1 MILE	May 1964
6	S 29	1278+00	HOOD RIVER 32 THE DALLES 53	April 1963
7	S 29	Interchange	HOOD RIVER - PORTLAND	April 1963
8	S 29	Interchange	PORTLAND - HOOD RIVER	May 1964
9	S 29	Interchange	PORTLAND - HOOD RIVER BUS PARKING	May 1964
D-2-60	S 29	1228+00	EXIT	April 1963
D-2-60	S 29	1244+00	EXIT	October 1964

RECEIVED
FEB 3 - 1964

FORM E-30X—50M—10-62 46023

FOR FILING

5549

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 30, 1964

SUBJECT:

To: Alan Johanson
Staff Attorney
DEPARTMENT

The signs on Contract No. 5549 were installed by Highway Protection Corporation of Chicago, Illinois, under contract executed with the State of Oregon.

The signs installed by Highway Protection Corporation were fabricated by Lyle Signs Incorporated of Minneapolis, Minnesota, from materials purchased from Porce-Alum Company.

Porce-Alum Company of Alliance, Ohio, porcelainized the signsin question.

The State has no written guarantee on this contract other than the executed contract between the State and Highway Protection Corporation which includes the guarantee clause as follows:

> "The manufacturer of the porcelain enamel sign faces shall apply on the back of each aluminum extrusion the date of manufacture and an imprint to identify the extrusion panel surface as being of his manufacture. The manufacturer of the porcelain enamel sign faces shall also guarantee to remake, free of any charge to the State, any sign face on any aluminum extrusion which shows excessive or abnormal fading or discoloration due to normal atmospheric conditions within ten years from date of manufacture."

ORIGINAL SIGNED BY R. N. BOTHMAN

R. N. Bothman
Sign Engineer

RNB:nk

cc: Tom Edwards ✓
F. B. Crandall
E. S. Hunter

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
JAN 30 1964
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

January 13, 1964

Porce-Alum Company
Lake Park Boulevard
Alliance, Ohio

Re: Replacement of Defective
Porcelain Enamel Signs

Gentlemen:

We are advised that five porcelain enamel signs of your manufacture, located on the Rooster Rock Park-Multnomah Falls Section of the Columbia River Highway, Interstate Highway 80 North, have proven defective as shown by excessive fading, discoloration and spalling, contrary to the provisions of your guarantee. The particular signs and locations are identified on the schedule attached to this letter.

This letter constitutes a formal demand that you replace each of the defective signs designated on the attached schedule, without expense to the State of Oregon, pursuant to your guarantee.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

ALAN H. JOHANSEN
Staff Attorney

AHJ:jm
Attach.
cc: Tom Edwards ✓
F. B. Crandall
E. S. Hunter
R. N. Bothman
F. D. Morgan
A. E. Johnson
L. I. Lindas
Highway Protection Corp.

RECEIVED
JAN 14 1964
OFFICE OF
STATE HIGHWAY ENGINEER

Section: Rooster Rock Park-Multnomah Falls
Highway: Columbia River Highway - Interstate 80 North

Contractor: Highway Protection Corp.
Contract No: 5549

Date Manufactured: February 1960

MESSAGE	STATION
*Multnomah Falls Left Lane	1212
*Multnomah Falls	1225
*Exit	1228
*Hood River 32 - The Dalles 53	1278
*Hood River - Portland	1242

*Previously reported to you in our letter dated October 1, 1963

RECEIVED
DEC 2 1963

FOR FILING

I SN-2,7)15

5549

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 18, 1963

SUBJECT: Defective Porcelain Enamel Sign Replacement

To: Mr. Leonard I. Lindas
Chief Counsel
DEPARTMENT

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs in accordance with the terms of the guarantee:

SECTION Rooster Rock Park - Multnomah Falls

HIGHWAY Columbia River US30 I-80-N

CONTRACT NO. 5549 GUARANTEE NO. II

CONTRACTOR Highway Protection Corp.

MANUFACTURER Porce-Alum Co.
Lake Park Blvd.
Alliance, Ohio

DATE MANUFACTURED Feb. 1960

SIGN NO.	TED DWG. NO.	STATION	MESSAGE	FAILURE

SEE ATTACHED SHEET

ORIGINAL SIGNED BY R. N. BOTHMAN

R. N. Bothman
Sign Engineer

RNB:nk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer

NOTED
TOM EDWARDS

RECEIVED
NOV 19 1963
OFFICE OF
STATE HIGHWAY ENGINEER

November 18, 1963

Defective Porcelain Enamel Signs on Contract 5549

SIGN NO.	TED DWG NO.	STATION	MESSAGE	FAILURE
1	S 29	1212+00	MULTNOMAH FALLS LEFT LANE	Fading & Discoloration
2	S 29	1225+00	MULTNOMAH FALLS	Fading, Discoloration & Spalling
6	S 29	1278+00	HOOD RIVER 32 THE DALLES 53	Excessive Fading
7	S 29	Interchange	HOOD RIVER - PORTLAND	Discoloration & Fading
D-2-60	S 29	1228-00	EXIT	Excessive Fading

All signs were previously reported on May 7, 1963

RECEIVED
FORM E-123X 50M 3-63
OCT 8 1963

FOR FILING

5547

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 1, 1963

Force - Alume Co.
Lake Park Blvd.
Alliance, Ohio

Re: Replacement of Defective
Porcelain Enamel Signs

Gentlemen:

We are advised that five porcelain enamal signs of your manufacture, located on Interstate Highway 80N, have proven defective as shown by excessive or abnormal fading or discoloration from normal atmospheric conditions, contrary to the provisions of your guarantee. The particular signs and locations are identified on the schedule attached to this letter.

This letter constitutes a formal demand that you replace each of the defective signs designated on the attached schedule, without expense to the State of Oregon, pursuant to your guarantee.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:ks
attach.

cc: Tom Edwards
F. B. Crandall
E. S. Hunter
R. N. Bothman
F. D. Morgan
A. E. Johnson
L. I. Lindas

Highway: Rooster Rock-Multnomah Falls Section
Interstate Highway 80-N

Contractor: Highway Protection Corporation

Contract No: 5549

Date Manufactured: February 1960

Message	Station
MULTNOMAH FALLS LEFT LANE	1212
MULTNOMAH FALLS	1225
EXIT	1228
HOOD RIVER 32 THE DALLES 53	1278
HOOD RIVER - PORTLAND	1242

RECEIVED
MAY 10 1963

FOR FILING

5547

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 7, 1963

SUBJECT: Defective Porcelain Enamel Sign Replacement

To: Mr. Leonard I. Lindas
Chief Counsel

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs in accordance with the terms of the guarantee:

Section	Rooster Rock-Multnomah Falls		
Highway	Columbia River Highway	US30	I-80-N
Contract No.	5549	Guarantee No.	II
Contractor	Highway Protection Corporation		
Manufacturer	Porce - Alume Co. Lake Park Blvd. Alliance, Ohio		
Date Manufactured	February 1960		

Sign No.	TED Dwg. No.	Station	Message	Failure
1	S 29	1212	MULTNOMAH FALLS LEFT LANE	Excessive Fading
2	S 29	1225	MULTNOMAH FALLS	Excessive Fading
D-2-60	S 29	1228	EXIT	Excessive Fading
6	S 29	1278	HOOD RIVER 32 THE DALLES 53	Excessive Fading
7	S 29	1242	HOOD RIVER - PORTLAND	Excessive Fading

L. E. George

L. E. George
Sign Engineer

LEG:nk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer Div. I

NOTED
TOM EDWARDS

RECEIVED
MAY 9 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 23 1963

FOR FILING

9

5549

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 19, 1963

SUBJECT: Expiration of Agreement
File No. 28828 - RR 493
Rooster Rock-Multnomah Falls Section
Columbia River Highway #2
O.W.R. & N. Co. - U.P.R.R. Co.

To:

Tom Edwards
Assistant State Highway Engineer

BUILDING

The captioned Agreement covering a temporary overcrossing of O.W.R. & N. Co. and their lessee, U.P.R.R. Co., main line tracks and property on the Rooster Rock-Multnomah Falls Section of the Columbia River Highway, expires on June 19, 1963.

Assistant Division Engineer C. T. Keasey advises that Roger's Construction Company removed the overcrossing structure prior to completion of their contract and recommends the Agreement be allowed to expire under its own terms. We concur in this recommendation.

Your approval is respectfully requested.

John A. Phillips

John A. Phillips
Maintenance Office Engineer

WLM:dkw

cc:, I. A. DeFrance
E. F. Saling
A. E. Johnson
E. E. Johnston

Approved 4/22/63
Asst. State Hwy. Engr.

CF

RECEIVED
APR 19 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 29 1963
FOR FILING

I-80N-2(7)15

5549

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

March 21, 1963

By:

A. W. Parsons, Division Engineer
Salem, Oregon

L. R. Backlund
Administrative Manager

08-35.5

Oregon Project I-80N-2(7)15
Sandy River-Multnomah Falls Section
Voucher No. 18 - Final
Net amount claimed - $145,953.00

The subject voucher has been approved in the reduced amount of $109,942.00. Deduction has been made in accordance with the attached Schedules of Exceptions, Item Nos. 1 through 8 and 11.

Total amount of deduction	$38,982.52
Federal aid pro-rata	92.38%
Net deduction in even dollars	36,012.00
Less underclaim on rounding	1.00
	$36,011.00

In the event you disagree with the deductions made, it will be necessary to present a reclaim in accordance with Instructional Memorandum 4-1-61.

Attachments

RECEIVED
MAR 22 1963
OFFICE OF
STATE HIGHWAY ENGINEER

original To Young
with attachments

3-29-63

NOTED
LLOYD P. SHAW

FORM E-123X 100M 4-62 RECEIVED 1962

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

5549

September 6, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

Mr. Baird French of your Portland office, called recently stating that Mr. Robert Nelson of the Traffic Safety Supply Company, had contacted him in regard to sign contracts awarded to the Electrical Products Corp.

Mr. Nelson stated that the Electrical Products Corp. was acting as a broker and was subcontracting all or a substantial part of the sign contracts. In checking into this matter, we have found that six sign contracts have been awarded to the Electrical Products Corp. Three such contracts, the Judkins Point Interchange Section Signing Contract, Project No. I-5-4(48)193; 6042 the Judkins Point-Cottage Grove Section Signing Contract, Project Nos. I-5-3(26)175 and I-5-3(38) 6093 190; and the Irrigon Junction Interchange Section Signing Contract, Project No. I-80N-5(7)166, have no registered subcontractor.
6132

In three contracts there were registered subcontractors. The Sundial-Rooster Rock Section Signing Contract, Project Nos. I-80N-2(7)15 and I-80N-1(11)14, in the amount of $32,353.41 had two subcontractors. This was for the installation of steel and wood posts in the amount of $3,648.37 and to furnish and drive piling in the amount of $1,755, which was a total of 17 percent of the over-all contract price.

The Olds Ferry-Idaho Line Section Signing Contract, Project Nos. I-80N-8(9)351 and I-80N-8(8)372, in the amount of $56,699.77 had two subcontractors. The electrical work was subcontracted for a total of $500 and the installation of signs and sign supports for $7,644.93. The subcontracts amount to 14 percent of the total contract price. 5596

The Washington County Line-Highlands Interchange Section Illumination and Signing Contract, Project Nos. F-318(6) and U-318(4), in the amount of $59,622.60, had one subcontract. This was for the sign structures at $17,238.10, or a total of 28.9 percent of the over-all contract price. 5743

Based upon these data, it does not appear that Electrical Products Corp. has been in violation of the provision of the specifications, which requires that subcontracts not exceed 50 percent of the over-all contract cost.

We attach for your information a list of sign contracts wherein either the Electrical Products Corp. or the Traffic Safety Supply Company have been involved. You will note that the Traffic Safety Supply Company (Mr. Robert Nelson) has been the sign supplier on the greatest bulk of signs furnished.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED
TOM EDWARDS

Tom Edwards
Assistant State Highway Engineer

Attachment

cc Forrest Cooper ✓
G. S. Paxson
F. B. Crandall

RECEIVED
SEP 17 1962

FORM E-20 50M 11-61 40220

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1962

SUBJECT:

To: MEMO TO FILE

Baird French gave me the following information by telephone this date:

Mr. French stated that a gentleman by the name of Nelson was contending that the Electrical Products Corporation, who is a contractor on State work, was violating the provisions of federal regulations involving subcontractors; namely, that it was acting as a broker and was subcontracting all or a substantial part of State FA contracts. Mr. Nelson had retained an attorney, Kenneth Baines of the firm Wheelock, Richardson, & Niehaus to represent him in this matter. Mr. Nelson apparently wanted the attorney to take this matter up with the FBI or somebody. Mr. Baines had contacted Mr. French and, in Mr. French's opinion, did not seem very exercised about the matter and did not seem to know how to proceed.

Mr. Edwards is making an investigation of this matter.

Forrest Cooper
Forrest Cooper
State Highway Engineer

FC:fn

cc G. S. Paxson
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
L. I. Lindas

RECEIVED
MAY 10 1961
FOR FILING

I-80N-2(7) 15

5549

P

May 9, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

State Highway contract #5549 for sign installation on the Rooster Rock Park-Multnomah Falls Section of the Columbia River Highway in Multnomah County was completed by the contractor, Highway Protection Corp., on May 10, 1960, and was formally accepted by the Highway Commission on June 2, 1960.

Final payment in the amount of $1,741.92 will be released to the contractor on or after May 19, 1961. The total contract amount is $16,714.90, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Highway Protection Corp.,
4400 W. Addison St.,
Chicago
Illinois

FORM E-120-X 50M 6-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
DEC 12 1960
FOR FILES

1-80N-2(7)15

5549

December 8, 1960

Highway Protection Division
Chicago Fence & Equipment Company
6218 N.E. Columbia Boulevard
Portland, Oregon

Gentlemen:

At the request of Mr. R. D. Rupert of the Rupert Manufacturing Company, we have made further analysis of, and have given further consideration to, the report of the Electrical Testing Laboratories in the matter of the tests of the reflector buttons installed on the Rooster Rock Park-Multnomah Falls Sign Installation, Contract No. 5549.

It was found that the sample tested consisted of 56 buttons rather than the 50 buttons mentioned in the specifications. In the first 50 buttons tested, there were but two failures. Thus, on this basis the buttons met the specifications.

This letter is to inform you that the buttons furnished on this contract are acceptable.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

VPJ:jj
bc: G. S. Paxson
F. B. Crandall
A. E. Johnson
Dean Swift
R. H. Bjorklund
R. D. Rupert
G. W. Harra

RECEIVED

FORM E-123-X 75M 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 16, 1960

Highway Protection Division
Chicago Fence & Equipment Company
6218 NE Columbia Blvd.
Portland, Oregon

Gentlemen:

As agreed during a September 15, 1960, conference between Mr. R. H. Bjorklund of Lyle Signs Incorporated, Mr. R. D. Rupert of Rupert Manufacturing Company and representatives of the Oregon State Highway Department, we have resampled the reflector buttons installed on Contract No. 5549, Rooster Rock Park-Multnomah Falls Sign Installation and Contract No. 5550, Rowena-Chenoweth Creek Sign Installation. The new samples were tested by the Electrical Testing Laboratories of New York. I am attaching one copy of the test report.

You will note that on the Rowena-Chenoweth Creek Project, Contract No. 5550, only one button failed to meet the specifications. Thus, the reflector buttons on this project are acceptable. On the Rooster Rock Park-Multnomah Falls Project, Contract No. 5549, three of the 56 buttons tested failed to meet the specifications. These were buttons M-1, M-49 and M-54. This is a greater rate than the two in 50 allowed by the specifications. The buttons on this contract must be replaced and a new sample tested.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

VPJ:pk
Attachments
bc: G. S. Paxson
F. B. Crandall
A. E. Johnson
Dean Swift
R. H. Bjorklund
R. D. Rupert

NOTED
G. S. PAXSON

RECEIVED
NOV 22 1960
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123-X 50M 6-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
1960
FOR FILING
J-80N-2(7)15

5549

November 1, 1960

Mr. R. H. Bjorklund
Lyle Signs, Inc.
2720 University Avenue, S.E.
Minneapolis, Minnesota

Dear Mr. Bjorklund:

This will acknowledge your letter of October 26, last, inquiring as to the status of retest of the feflector buttons. The samples were submitted to an independent testing laboratory two weeks ago and we hope to hear shortly of the results.

I will keep you apprised as soon as we have received word from the testing lab.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By

F. B. Crandall
Traffic Engineer

G. S. PAXSON

FBC:bf
bc: G. S. Paxson

RECEIVED
NOV 2 1960
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

RECEIVED
OCT 1960
FOR FILING

2-8071-2(1)15

5549

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 24, 1960

Mr. R. H. Bjorklund
Lyle Signs, Inc.
2720 University Avenue, SE
Minneapolis 14, Minnesota

Dear Mr. Bjorklund:

This will acknowledge receipt of your letter of October 11, in regard to tests of the reflector buttons for the Rooster Rock Park-Multnomah Falls and Rowena-Chenoweth Creek Sign Contracts. As you are aware, samples have been taken of the buttons used on these two projects as per our conversations with you and Mr. Rupert. These have been sent to an independent laboratory for tests. It is anticipated that we will receive the results of the laboratory tests within the next two weeks.

As soon as the results of the tests have been received we will inform you of the results.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By

F. B. Crandall
Traffic Engineer

VPJ:pk
bc: G. S. Paxson
G W. Harra

G. S. PAXSON

RECEIVED
NOV 4 1960
FORM 2-30X 25M 9-40 34896

I-80N-2(7)15

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

C O P Y 5549

Salem, Oregon
October 7, 1960

SUBJECT: Testing of Reflector Buttons
Rooster Rock-Multnomah Falls and
Rowena-Chenoweth Creek Signing Projects

To:
G. W. Harra
Material Testing Engineer
Highway Shops

There are attached reflector buttons taken from the signs on the Rooster Rock-Multnomah Falls and Rowena-Chenoweth Creek signing projects on the Columbia River Highway. These additional samples have been taken at the request of Mr. Rupert, of the Stratolite Corp. and we have made a commitment to have them tested by an independent laboratory.

Will you please have these sent to the Electrical Testing Laboratories Inc., 2 East End Avenue, New York 21, New York, for testing. Each button should be so marked that it can be identified and correlated with the testing results so that after the test is made, we know exactly which buttons passed and which buttons failed to meet the specification. We should also be able to determine the specific brightness of each individual button.

It is desired to have the results of the tests as soon as possible.

J. Al. Head
Assistant Traffic Engineer

VPJ:pk
Attachments

cc: G. S. Paxson

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

RECEIVED
DEC 17 1959
FOR FILING
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5549

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

December 16, 1959

Highway Protection Corporation
4400 West Addison St.,
Chicago
Illinois

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5549, awarded November 5, 1959, for sign installation on the Rooster Rock Park-Multnomah Falls Section of the Columbia River Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

P.S.: For legal reasons may we ask you henceforth to place the titles beneath the signatures of M. D. Rutherford - President, and J. G. Rutherford - Vice President-Secretary. In the instance of these two contracts just executed for your files (#5549-#5550) we placed the titles beneath the signatures on the strength of the proposals in order to save time.

FQ.

A

RECEIVED
[illegible] 1959
FOR FILING
I 80N 2(7)15

5 47

When replying, refer to:
08-35.4-0

408 State Highway Building
Salem, Oregon

November 5, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5549 for Oregon Project I-80N-2(7)15, Rooster Rock-Multnomah Falls Section (Signing), to Highway Protection Corporation of Chicago, Illinois, low bidder in the amount of $16,830.37 at the October 13, 1959 bid opening.

Very truly yours,

G. G. Polk
Division Engineer

Orig to Router

NOTED
[illegible]

9

RECEIVED
NOV - 5 1959
FOR FILING
[illegible]

5549

November 5, 1959

Highway Protection Corporation
4400 West Addison Street
Chicago 41, Illinois

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5549 for sign installation on the Rooster Rock Park-Multnomah Falls Section of Columbia River Highway in Multnomah County.

This award was based on your bid of $16,850.57 which was the low bid submitted to the Commission on October 13, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

r:

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
NOV -5 1959
FOR FILING

I-80N-2(7)15

When replying, refer to
08-33.4

5549

408 State Highway Bldg.
Salem, Oregon

November 4, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-2(7)15
Sun Dial-Multnomah Falls Section
Columbia River Highway

Dear Sir:

Reference is made to your letter dated October 6, 1959 concerning the deletion of portions of some items from subject project and their inclusion in the work to be performed in the construction of the Corbett Interchange structure.

We are approving the plan outlined and shown on the sketches which were attached to your letter.

Very truly yours,

C. G. Polk
Division Engineer

orig
Edwards

RECEIVED
[illegible]
FOR FILING

I-80N-2(7)15

5549

When replying, refer to:
08-35.5

408 State Highway Bldg.
Salem, Oregon

October 20, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter

Re: Railroad Agreement
Project I-80N-2(7)15

Dear Sir:

Reference is made to your letter of October 14, 1959. Approval is hereby given for the railroad to proceed with the work as outlined in the attachments to your letter.

Very truly yours,

C. G. Polk
Division Engineer

By:
E. H. Cowan
Acting Division Engineer

NOTED
FORREST COOPER

Porter

RECEIVED
1959
FOR FILING

I-80N-2(7)15 When replying, refer to
08-35.4-0

5549

408 State Highway Bldg.
Salem, Oregon

September 25, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-80N-2(7)15, Sandy River-Multnomah Falls Section, Rooster Rock Park-Multnomah Falls Sign Installation.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
Division Engineer

orig to Painter

RECEIVED
JUN [illegible] 1959
FOR FILING

I 80N-2(7)15

When replying, refer to

08-35.4

5549

408 State Highway Bldg.
Salem, Oregon

June 12, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-2(7)15
Sign Installation, Sandy River-
Multnomah Falls Unit, Sun Dial-
Multnomah Falls Section,
Columbia River Highway

Dear Sir:

We have today approved P. S. and E. documents, subject project. This is to authorize your advertising for bids.

It is understood that the standard exit sign in the gore at Tunnel Rock Viewpoint will be deleted and the sign at the beginning of the off-ramp taper will read "Viewpoint - Keep Right" with arrow.

Very truly yours,

C. G. Polk
Division Engineer

orig - Baxter

I-80N-3(11) Rowena-Chenoweth Cr. Sec. 1959
74 of Col. R. Hwy. (Sign
#5550 Installation)

RECEIVED
FEB 5 - 1965
FOR FILING

[illegible]

[illegible]
[illegible]

I attach [illegible] of [illegible] sign failures. I have instructed [illegible] at the lab to take the following steps:

1. To determine by use of the [illegible], by means of a series of tests on signs [illegible], what the [illegible] should be.

2. To establish by a further test on these signs [illegible] should be [illegible]. This would be [illegible] on readings on [illegible] use.

3. To determine by [illegible] the readings on the signs [illegible].

4. To determine where they fall in the sliding scale established under Points 1 and 2 above.

5. To give me the data which will then be turned over to the Legal Division for such action as is necessary.

6. A separate category of failure will involve the [illegible] which are [illegible]. They will be carried out as a separate unit of work. [illegible] for my approval a basis [illegible] of [illegible]. This will involve [illegible] with the problem of whether or not a [illegible] which the [illegible] fails to deliver the sign mileage which it was obligated to [illegible].

Attachment

[illegible]
Assistant State Highway Engineer

[illegible]

cc: [illegible]
[illegible]
[illegible] (Enc.)
[illegible] (Enc.)
[illegible]
[illegible]
[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)

FORM E-30 50M 5-62 43808

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1965

SUBJECT:

To:

Mr. Tom Edwards
Assistant State Highway Engineer
DEPARTMENT

Herewith report on defective porcelain enamel signs completed the latter part of December 1964. This represents the second report made on defective enamel signs in 1964. I am conducting this inspection every six months.

I am submitting all copies of this report to you since no action has been taken on previous reports to enforce the warranties. Perhaps a review of our position should be taken prior to transmitting of this report to those concerned.

Please advise if any change is requested in this procedure.

Robert N Bothman

R. N. Bothman
Sign Engineer

RNB:nk
attachment

cc: E. S. Hunter

FORM E-30 25M 9-61 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Jan 15, 1965

SUBJECT: Defective Porcelain Enamel Sign Replacement

To: ~~Mr. Leonard I. Lin~~das
Chief Counsel
DEPARTMENT

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs in accordance with the terms of the guarantee:

SECTION Rowena - Chenoweth Creek
HIGHWAY Columbia River
CONTRACT NO. 5550 GUARANTEE NO. II - Porcelain
CONTRACTOR Hwy Protection Corp.

MANUFACTURER Porce-Alumo Co.
Lake Park Blvd
Alliance, Ohio

DATE MANUFACTURED Feb. 1960

SIGN NO.	TED DWG. NO.	STATION	MESSAGE	FAILURE
5	S21	1939+00	The Dalles 7 Pendleton 133	Oct. 1964

RNB:nk

R. N. Bothman
Sign Engineer

cc: Tom Edwards
Traffic Engineer
Maintenance Engineer
Division Engineer Div. IV

RECEIVED
MAY 12 1961
FOR FILING

I-80 N-3(11)74

5550

May 12, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

State Highway contract #5550 for sign installation on the Rowena-Chenoweth Creek Section of the Columbia River Highway in Wasco County was completed by the contractor, Highway Protection Corp., on April 27, 1960, and was formally accepted by the Highway Commission on June 2, 1960.

Final payment in the amount of $1,868.63 will be released to the contractor on or after May 22, 1961. The total contract amount is $18,390.32, of which amount $587.42 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Highway Protection Corp.,
4400 W Addison Street
Chicago
Illinois

RECEIVED
1960

FORM E 123 E

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 16, 1960

Highway Protection Division
Chicago Fence & Equipment Company
6218 NE Columbia Blvd.
Portland, Oregon

Gentlemen:

As agreed during a September 15, 1960, conference between Mr. R. M. Bjerklund of Lyle Signs Incorporated, Mr. R. D. Rupert of Rupert Manufacturing Company and representatives of the Oregon State Highway Department, we have resampled the reflector buttons installed on Contract No. 5549, Rooster Rock Park-Multnomah Falls Sign Installation and Contract No. 5560, Rowena-Chenoweth Creek Sign Installation. The new samples were tested by the Electrical Testing Laboratories of New York. I am attaching one copy of the test report.

You will note that on the Rowena-Chenoweth Creek Project, Contract No. 5560, only one button failed to meet the specifications. Thus, the reflector buttons on this project are acceptable. On the Rooster Rock Park-Multnomah Falls Project, Contract No. 5549, three of the 56 buttons tested failed to meet the specifications. These were buttons M-1, M-49 and M-54. This is a greater rate than the two in 50 allowed by the specifications. The buttons on this contract must be replaced and a new sample tested.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

VPJ:ph
Attachments
bc: G. S. Paxson
F. B. Crandall
A. E. Johnson
Dean Swift
R. M. Bjerklund
R. D. Rupert

RECEIVED
NOV 22 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 1960
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

80M-3(4)74

5550

October 14, 1960

Mr. R. H. Bjorklund
Lyle Signs, Inc.
2720 University Avenue, SE
Minneapolis 14, Minnesota

Dear Mrs. Bjorklund:

This will acknowledge receipt of your letter of October 11, in regard to tests of the reflector buttons for the Rooster Rock Park-Multnomah Falls and Rowena-Chenoweth Creek Sign Contracts. As you are aware, samples have been taken of the buttons used on these two projects as per our conversations with you and Mr. Rupert. These have been sent to an independent laboratory for tests. It is anticipated that we will receive the results of the laboratory tests within the next two weeks.

As soon as the results of the tests have been received we will inform you of the results.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By

F. B. Crandall
Traffic Engineer

VPJ:pk
cc: G. S. Paxson
G. W. Harra

RECEIVED
OCT 11 1960
FOR FILING

I-86N-3(11)74
5550

OREGON STATE HIGHWAY DEPARTMENT
[illegible]

Salem, Oregon
October 7, 1960

SUBJECT: Testing of Reflector Buttons
Rooster Rock-Multnomah Falls and
Rowena-Chenoweth Creek Signing Projects

To: G. W. Harts
Material Testing Engineer
Highway Shops

There are attached reflector buttons taken from the signs on the Rooster Rock-Multnomah Falls and Rowena-Chenoweth Creek signing projects on the Columbia River Highway. These additional samples have been taken at the request of Mr. Rupert, of the Stratolite Corp. and we have made a commitment to have them tested by an independent laboratory.

Will you please have these sent to the Electrical Testing Laboratories Inc., 2 East End Avenue, New York 21, New York, for testing. Each button should be so marked that it can be identified and correlated with the testing results so that after the test is made, we know exactly which buttons passed and which buttons failed to meet the specification. We should also be able to determine the specific brightness of each individual button.

It is desired to have the results of the tests as soon as possible.

J. Al. Head
J. Al. Head
Assistant Traffic Engineer

VPJ:pk
Attachments
cc: G. S. Paxson

RECEIVED
OCT 10 1960
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
DEC 17 1959
FOR FILING

[illegible]

5550

December 16, 1959

Highway Protection Corporation
4400 West Addison St.,
Chicago
Illinois

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5550, awarded November 5, 1959, for sign installation on the Rowena-Chenoweth Creek Section of the Columbia River Highway in Wasco County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

P.S.: For legal reasons may we ask you henceforth to place the titles beneath the signatures of M. D. Rutherford - President, and J. G. Rutherford - Vice President-Secretary. In the instance of these two contracts just executed for your files (#5549-#5550) we placed the titles beneath the signatures on the strength of the proposals in order to save time.

FQ.

RECEIVED
NOV [illegible] 1959
FOR FILING

I-80N-3(11)74

When replying, refer to:
08-35.4-0

408 State Highway Building
Salem, Oregon

November 5, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5550 for Oregon Project I-80N-3(11)74, Rowena-Chenoweth Creek Section (Signing), to Highway Protection Corporation of Chicago, Illinois, low bidder in the amount of $17,883.61 at the October 13, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
[illegible]

RECEIVED
NOV -5 1959
FOR FILING
[illegible]
5550

A

November 5, 1959

Highway Protection Corporation
4400 West Addison Street
Chicago 41, Illinois

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5550 for sign installation on the Rowena-Chenoweth Creek Section of Columbia River Highway in Wasco County.

This award was based on your bid of $17,863.61 which was the low bid submitted to the Commission on October 13, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
SEP [illegible] 1959
FOR FILING

When replying, refer to
08-35.4-0

408 State Highway Bldg.
Salem, Oregon

September 25, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-80N-3(11)74, Traffic signs on the Rowena-Chenoweth Creek Section of the Columbia River Highway.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
Division Engineer

orig to
Porter

al R

RECEIVED
JUN 17 1959
FOR FILING

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
C8-35.8 DA

408 State Highway Bldg.
Salem, Oregon

REFERRED TO 6/10/59
G.S. Paxson
BY ASST. TRAFFIC ENGR.
[illegible]

June 3, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-3(—)74, Rowena-Chenoweth Creek Sign Installation

Dear Sir:

Preliminary plans for the Rowena-Chenoweth Creek sign installation have been reviewed by this office and our Regional office. Your covering letter, dated May 29, 1959, indicated your reasons for omitting the "Yield Right of Way" signs. Our Regional office has made the following comments:

> "The Provisions of the AASHO Interstate Sign Manual are to be followed without deviation. The special AASHO Committee has authority to make interpretation rulings. We assume the State has contacted this Committee. ✓
>
> "Our function is to see that the Sign Manual is observed. If it is necessary to hold the project in abeyance until a ruling is received from the AASHO Committee you should do so."

[illegible]

We suggest that you contact the AASHO Committee, as suggested by our Regional office, for an early ruling. Otherwise, we have no alternative but to withhold approval of signing projects that do not comply with the AASHO Manual.

Very truly yours,

C. G. Polk
Division Engineer

Crandall

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JUN 9
NOTED ☑ ☒ ☐ ☐ ☐
TE ATE [illegible] [illegible] TOE

NOTED
G. S. PAXSON

RECEIVED
JUN 10 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN - 3 1959

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

Maint
Traffic

May 29, 1959

Mr. C. G. Polk
Division Engineer
U. S. Bureau of Public Roads
Room 408 - State Highway Bldg.
Salem, Oregon

Dear Mr. Polk:

Transmitted herewith are three sets of preliminary plans for signing projects on the Rowena-Chenoweth Section of the Columbia River Highway, US30, I80N. Also transmitted is a copy of the specifications for this project. These plans are being transmitted for your preliminary review, looking to final approval.

You will note the omission of any "YIELD RIGHT OF WAY" signs, such omission being for the reason that such would not be a legal enforceable sign under the existing Oregon Law. With this letter I am also sending you a copy of the Oregon Motor Vehicle Laws and call your attention to ORS 483.202, on page 92. Also pertinent is the second paragraph of ORS 483.012, on page 72, which defines an intersection.

Under the circumstances and in lieu of "YIELD RIGHT OF WAY" signs, we have indicated the "MERGING TRAFFIC" sign, which would seem to be an appropriate directive to the motorist.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By
Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

Attachments
FBC:bb
bc: G. S. Paxson

RECEIVED
1 1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

FORM E-128X 80M 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
MAR 59
FOR FILING

March 10, 1959

Honorable James A. Hunt
Wasco County Judge
Courthouse
The Dalles, Oregon

Dear Sir:

The Oregon State Highway Department is preparing to sign the portion of the Interstate Highway System between Rowena and Chenoweth Creek, and it is imperative that we have correct local names to be placed on our off-ramp signs.

Would you verify, for our information and records, the names shown on the attached sketches where local roads are identified in red. The corresponding names are those in our file which were obtained from the inventory of Wasco County in 1957.

As our signing program further develops, this office will make additional requests for verification or recommendations regarding local road signs to be used on the Interstate System and ultimately on the State Primary and Secondary Systems. We fully appreciate the need for accuracy and also the importance that local residents attach to proper signing.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

Attachments
bc: G. S. Paxson

RECEIVED
11 1959
OFFICE OF
[illegible]

U-222(5)   Realigned Corvallis-Newport 1959
Hwy. C'Xings of SPRR & 4th
#5551   St.

RR-
~~551~~
515
8-27-59

RECEIVED
15 1962
FOR FILING
555

FORM CD-125
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
REAU OF PUBLIC ROADS
477 Cottage St. NE
Salem, Oregon

DATE: February 9, 1962

TO : Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : C. G. Polk, Division Engineer
08-35.5
Salem, Oregon

By: M E Martin
M. E. Martin
Acting Division Engineer

SUBJECT: Oregon Project U-222(3)
Corvallis Section, Corvallis-Newport Highway
Work Done by Southern Pacific Railroad Company

The final voucher for the above project has been received. Included in the claim is an amount of $5,412.89 for work done by the Southern Pacific Railroad Company. The total bill submitted by the railroad company is in the amount of $6,683.58, of which $1,270.69 has been charged to the contractor. Additional information is necessary before an audit of the bill can be made.

The bill shows a total of $27.29 for track work and a total of $5,989.16 for engineering and inspection. It is very difficult to conceive that such a large amount of engineering and inspection would be required when such a small amount of construction work was done by the railroad. It appears that the amount covered by engineering and inspection is probably in the nature of protective services. On page 14 of contract 5551, it states that "all necessary personnel provided by the railroad for the protection of railroad facilities and trains during the performance of work on or adjacent to railroad property as deemed necessary for the protection of railroad facilities and trains,....shall be borne by the contractor." It appears that almost all of the engineering and inspection may be the responsibility of the contractor. It is requested that you make a further investigation of the computation of the amount charged to the contractor and send a detail of the method used to compute the contractor's liability.

Young
[illegible]
[illegible]
2-14-62

NOTED
R. L. PORTER

RECEIVED
MAY 10 1961
FOR FILING

U-222(5)

5551

May 9, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

You are hereby notified that a post-final payment will be made to Lord Brothers, Contractors, on contract #5551, for overcrossing and signs on the Corvallis Section of the Corvallis-Newport Highway in Benton County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $221,290.44, including the post-final payment of $3,140.45. There was no force account work performed in connection with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Lord Brothers, Contractors,
9233 North Calvert Avenue
Portland 17
Oregon

RECEIVED
MAY 3 1961
FOR FILING

U-222 (5)
5551

5-2-61

RECEIVED
MAY 3 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Message from George Rhoten:

"Re Lord Bros., contractors, our Contract No. 5551, tell Mr. Paxson we are agreeable to the allocation of expense items which we have had under discussion [illegible], --he should know that, and if he wants to have final vouchers or whatever it is prepared accordingly, all right; if he doesn't he should instruct us as to what we need to do."

5/2/61

GSP Am revising contractors
estimate and final payment
accordingly x Total charge to
contr will be $1270.69 per
statement attached to your
letter 4/19/61 to Rhoten

NOTED

RECEIVED
APR 20 1961
FOR FILING

4-222(5)

5551

April 19, 1961

Mr. George A. Rhoten
Attorney at Law
Pioneer Trust Building
Salem, Oregon

Re: Southern Pacific Overcrossing
Corvallis-Newport Highway
Contract No. 5551

Dear Sir:

Under date of March 14, I wrote you advising that I was attempting to get a segregation of the Southern Pacific Company's billing into charges for watchmen and flagmen and for other services. I have their estimate of the percentage of cost which should be allocated to watchmen and flagmen and would be very glad to confer with you and Mr. Lord concerning an adjustment of this matter at any time that is convenient to you.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ss

cc to: Lord Brothers
Mr. W. C. Williams

BURROUGHS CORPORATION
TODD COMPANY DIV
Form H504

	Initials	Date
Prepared By	[illegible]	4/7/6[illegible]
Approved By		

Dist'n of SP Co final bill # 427716 on Corvallis Oxing - [illegible] Bros Contract 5551

	Item	(1)	(2) Total	(3) State	(4) Contractor
(a)	Prelim Engr		283 68	283 68	
(b)	Track Work		27 29	27 29	
(d)	Engr & Inspn		5989 16	80% 4791 33	20% 1197.83
(v)	Acctg & Billing		383 45	81% 310 59	19% 72.86
	Totals		6683 58	5412 89	1270.69

RECEIVED
APR 7 1961
FOR FILING
U-22 (5)
A. W. KILBORN
SUPERINTENDENT
5551

8-2660

Southern Pacific Company
UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO
GMO 77794

March 31, 1961

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Referring to your letter of March 14, file Corvallis Interchange, Corvallis-Newport Highway, Contract No. 5551, requesting breakdown of charges:

Engineer Inspectors on this and similar projects are selected for their special knowledge, training, engineer experience, and are expected to inspect construction and materials from approved plan and specifications and to perform ordinary engineering necessary in this connection. It is considered that abilities normally expected from craftsman utilized for watchman and/or flagman are not adequate to fullfill these requirements.

Engineer Inspectors supervise and arrange for flagman and/or watchman service provided by Railroad and other service he deems necessary to safeguard railroad operations and protect railroad property as prescribed in agreement between State and Railroad. He will make necessary measurements and tests to ensure that work affecting Railroad conforms to approved plan, both for false work and permanent components of the structure. He also checks as work progresses to ensure that approved plans are consistent with field conditions; for example, he must check adequacy of footing conditions, clearances to track, etc. He further must see that work is completed in conformity to agreement and site is left in clean and orderly condition, drainage restored and right-of-way graded to condition as good as before project began. He represents Railroad's interest in and about project site. Watchman or flagman may aid in accomplishing these duties with varying degrees of supervision by Engineer Inspector. Engineer Inspector maintains record of costs to be billed State and others by Railroad as outlined in agreement. He must be present at site of project and spend sufficient time in his headquarters and travel to discharge these responsibilities.

At project in question, Engineer Inspector was able to arrange for watchman requirements without employing watchman. Work was in Corvallis Yard and was protected by Yard Order placed by Engineer Inspector. Contractor and his personnel were particularly cooperative and careful making this feasible. Very little of Engineer Inspector's time was spent actually setting up this arrangement; however, his presence about the project ensured its functioning. No record of time spent on this activity was kept. Also, no record kept of time spent actually taking measurements, tests, etc. in determining conformity of construction to approved plan and specifications.

As indicated above, it would be very difficult to determine specific number of hours or days spent on any one phase of Engineer Inspector's duties on this project. In rechecking records and in conference with our personnel involved, it appears reasonable to conclude that approximately 80% of his time was engineering inspection and 20% protection of Railroad's facilities and operations from Contractor's activities. Note from preliminary estimates it was planned to use Bridge & Building Department watchman at estimated cost of $3,000. Engineering inspection cost estimated at $5,200. As indicated above, Bridge & Building Department watchman was not required account special arrangements Engineer Inspector was able to make. Our term Engineer Inspector is title of a position and is so intended in the billing.

If you desire further breakdown of charges, would appreciate information from you as to what specific duties State considers belong to watchman, Engineer Inspector, and what portion State considers should be recollectible from Contractor and on what basis.

Desire to cooperate with you in every way possible in resolving this matter.

Yours truly,

AW Kilbourn

RECEIVED
APR 4 1961
OREGON
STATE HIGHWAY COMMISSION

T

RECEIVED
MAR 15 1961
FOR FILING
U-222 (5)
5551

March 14, 1961

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Re: Corvallis Interchange
Corvallis-Newport Hwy.
Contract No. 5551

Attention: Mr. Kendrew

Dear Sir:

In our contract for the overcrossing of your tracks and other work on your property in Corvallis, we provided that all railroad costs for flagman and watchman services be borne by the contractor and deducted from his estimates. Charges which are strictly engineering are to be borne by the State.

In your billing for railroad costs on this project, all of the railroad services were in connection with your employee carried on your payrolls as engineer-inspector. Unquestionably, this man performed both engineering and flagman and watchman services. We are unable to segregate the billing so that a proper distribution of the cost to the State and to the contractor can be made. It would be greatly appreciated if you would go through your records and advise us as to the function of this employee during the times he was upon the project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. W. C. Williams
Mr. Ivan D. Merchant

RECEIVED
MAR 15 1961

FOR FILING

D-222 ⑤

5551

March 14, 1961

Mr. George A. Rhoten
Attorney at Law
Pioneer Trust Building
Salem, Oregon

Re: Corvallis Interchange
Contract No. 5551

Dear Mr. Rhoten:

I have your letter of March 9. I have been attempting to get an indication from the Southern Pacific Company segregating the amount of their charges which were watchman and flagman services from those charges which were engineering.

As soon as I can obtain such a breakdown, I will contact you for a conference concerning the matter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ne

cc to: Mr. W. C. Williams
Mr. Ivan D. Merchant

RHOTEN, RHOTEN & SPEERSTRA
ATTORNEYS AT LAW
PIONEER TRUST BUILDING
SALEM, OREGON

GEO. A. RHOTEN
J. RAY RHOTEN
SAM F. SPEERSTRA
ERVIN W. POTTER
MYRON L. ENFIELD
WILLIAM B. WYLLIE

March 9, 1961

Mr. G. S. Paxson
Assistant State Highway Engineer
State of Oregon
State Highway Department
Highway Building
Salem, Oregon

Re: Lord Bros. - Oregon Highway Commission
Contract No. 5551

Dear Mr. Paxson:

Further pursuing the matter of the flagman charge in this contract Lord Bros. have written me a review of the matter in which W. T. Lord has reported to me as follows:

> "In our conversation with the railroad engineers it was given as their opinion, as well as ours, that no flagging was required under this contract.
>
> The charges were for engineering and inspection and they were of the opinion that these were the State's responsibility.
>
> Mr. J. E. Thomas, Railroad Engineer, says that there was no need of a flagman at any time under this contract."

With best regards, I am,

Yours truly,
RHOTEN, RHOTEN & SPEERSTRA

By

GAR:nw

NOTED
G. S. PAXSON

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MAR 1 0 1961
OREGON
STATE HIGHWAY COMMISSION

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DEC 27 1960
FOR FILING
U-222 (5)
5551

H

December 23, 1960

Lord Bros. Contractors
9233 N. Calvert Avenue
Portland 17, Oregon

Re: Corvallis-Newport
Highway Bridges
Contract No. 5551

Gentlemen:

Reference is made to your letter of December 12 protesting the charges for railroad protection in your final estimate on the above contract.

We have gone back over our records and over the Railroad Company's billing, and the amount of charges made by the Railroad Company cover only those periods of time when you were working upon Railroad right of way. The billing runs from February to September, although there is no continuous time charged in any month. Copies of the Railroad's billing and of our construction reports are in this office and are available for your examination at any time.

Under our contract with you, all charges for railroad protection are your costs, and we have no other option than to carry these costs against your final payment.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. W. C. Williams, Mr. R. L. Porter, Mr. C. H. Maison,
Mr. Leonard L. Lindas, Mr. Ivan D. Merchant

FORM E-30 50M 2-60 26118

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 13, 1960

SUBJECT: Contract No. 5551
Lord Bros. Contractors

To: Ivan Merchant
Bridge Engineer
Building

We are attaching a copy of the letter from Lord Bros. Contractors which accompanied their signed Final Estimate on the above contract, notifying us that they are protesting a charge for "railroad protection", included as a deductible item from the amount due them.

C. H. Maison
Auditor

By: D B Taylor
D. B. Taylor
Assistant Auditor

DBT:hs
Attachment

cc: R. L. Porter
L. I. Lindas
C. F. Smith

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DEC 1[illegible] 1960
OREGON STATE HIGHWAY DEPARTMENT
[illegible] DIVISION

MECHANICAL
PLUMBING
HEATING
VENTILATING

UTILITIES
SEWER SYSTEMS
WATER SYSTEMS

LORD BROS. CONTRACTORS

9233 N. CALVERT AVENUE
PORTLAND 17, OREGON
BUtler 5-4591

December 12, 1960

Oregon State Highway Department
State Highway Building
Salem, Oregon

Subject: Corvallis-Newport Structures

Gentlemen:

We are signing, under protest, and returning herewith the final estimate on the Corvallis-Newport Highway Bridges under Contract #5551.

We wish to protest the charge of Railroad Protection under Item 601 in the amount of $4411.14 as there was little or no flagging time on account of our work.

This has been talked over with Mr. G. S. Paxton of the Highway Department and he is familiar with our position.

Very truly yours,

LORD BROS. CONTRACTORS
By W. T. Lord
W. T. Lord

WTL:W
Enc.

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OREGON STATE HIGHWAY DEPARTMENT

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DEC 13 1960

FOR FILING

U-222(5)

5551

Salem, Oregon
December 13, 1960

Mr. C. A. Gardner

Lord Brothers called up with reference to their final estimate on the Corvallis project. It seems that the entire time of an engineer-inspector assigned by the railroad company has been charged to them as flagging.

Will you please look into this, as I do not believe we can charge all of this man's time to flagging, as part of his duties was engineering.

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

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DEC 7 - 1960
FOR FILING

U-222 (5)

5551

December 7, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5551 for overcrossing and signs on the Corvallis Section of the Corvallis-Newport Highway in Benton County was completed by the contractor, Lord Brothers, Contractors, on October 3, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

Final payment in the amount of $3,685.61 will be released to the contractor on or after December 16, 1960. The total contract amount is $218,149.99, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Lord Brothers, Contractors
9233 North Calvert Avenue
Portland 17
Oregon

RECEIVED
OCT 10 1960
FOR FILING
U-222 (5)
5551

October 4, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Lord Brothers, Contractors, on contract #5551 for construction of the Corvallis Overcrossing and signs on the Corvallis-Newport Highway in Benton County.

This payment, in the amount of $14,764.05, will be released to contractor on or after October 14, 1960. The retained percentage is $6,632.92.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

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DEC - 9 1959
FOR FILING

11-222(5)

5551

A

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

December 9, 1959

Lord Brothers, Contractors
9233 North Calvert Ave.,
Portland 17
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5551, awarded November 5, 1959, for overcrossing and signs on the Corvallis-Newport Highway in Corvallis, Benton County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

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FOR FILING
U-222(5)
5551

When replying, refer to:
08-35.4-0

408 State Highway Building
Salem, Oregon

November 5, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5551 for Oregon Project U-222(5), Corvallis Section, Corvallis-Newport Highway (R.R. Overcrossing, 4th Street Overcrossing and Signing), to Lord Brothers, Contractors of Portland, Oregon, low bidder in the amount of $222,902.00 at the November 3, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

Original Foster

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FOR FILING

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5551

November 5, 1959

Lord Bros. Contractors
9233 N. Calvert Avenue
Portland 17, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5551 for construction of overcrossings and highway signing on the realigned Corvallis-Newport Highway, in Benton County.

This award was based on your bid of $222,902.00, which was the low bid submitted to the Commission on November 3, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms
cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Merchant

RECEIVED
OCT 21 1959

U-222(5)

5551

When replying, refer to
08-35.6

408 State Highway Bldg.
Salem, Oregon

October 16, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project U-222(5), Corvallis Section, Corvallis-Newport Highway (overcrossing structures and signs).

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

Porter [illegible]

NOTED
FORREST COOPER

RECEIVED
AUG 31 1959
FOR FILING
U-22-(5)

5551

RAILROAD COMPANIES
FILE No. 515

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 27, 1959

SUBJECT: Pux 323 - Corvallis O-Xing
Corvallis-Newport Highway
S.P. Co. - Benton County
File

To: Mr. Floyd Query, Secretary
State Highway Commission
Office

Herewith I hand you fully executed copy of construction agreement with Southern Pacific Company, covering the above titled project.

Distribution of multilithed copies of the agreement have been made as indicated below.

J W DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD/ks
enc.

cc: Forrest Cooper
G. S. Paxson
Ivan D. Merchant (4)
Tom Edwards (2)
J. D. Walker (2)
J. W. Nash (3)

NOTED
FLOYD QUERY

RECEIVED
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FOR FILING

U-222 (5)

5551

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 27, 1959

RAILROAD COMPANIES
FILE No. 512

SUBJECT: Pux 323 - Corvallis O-Xing
Corvallis-Newport Highway
S. P. Co. - Benton County

To: Mr. Earl Saling
Right-of-Way Office Mgr.
Office

Herewith I hand you original and extra multilith copies of easement with Southern Pacific Company relative to the above titled project.

The agreement has been fully executed, and, after being placed on record, Mr. W. M. Jaekle, Chief Engineer of Southern Pacific Company, 65 Market Street, San Francisco, should be advised of the recording reference.

After processing, please forward the original agreement to Mr. Floyd Query for his records. Multilith copies of the instrument have been distributed as indicated below.

Please note that this easement is separate from File R-28385, on which purchase is to be made outside of the railroad right-of-way at the subject location.

J. W. DeSOUZA
Assistant Counsel

JWD/ks
enc.

	Forrest Cooper	Tom Edwards
cc:	Floyd Query	J. D. Walker
	G. S. Paxson	J. W. Nash
	Ivan Merchant	H. G. Simpson

REFERRED TO
MOVED
[illegible] COOPER
BY DEPUTY STATE HIGHWAY ENGINEER

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FILING
U-222(5)
5551

FORM E-123-X 50M 6-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 31, 1959

W. M. Jackle, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: Pux 323 - Corvallis O-Xing
Corvallis-Newport Highway
S.P. Co. (Benton County)

Dear Mr. Jackle:

In accordance with your letter of July 21, 1959, your file 911/323, addressed to the attention of Mr. G. S. Paxson, Asst. State Highway Engineer, I am enclosing herewith six copies of revised Exhibit "B" to be used in connection with the agreement.

Please note that in my letter to you of July 13, 1959, I requested ten additional copies of drawing A-18-39.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

JWD/ks:jmm
enc.

cc: G. S. Paxson

R

1959
R FILING
222(5)
5-25

July 24, 1959

W. M. Jaekle
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

In accordance with your request of July 21, I enclose herewith six copies of Exhibit B for the Corvallis agreement. This exhibit contains the paragraph requiring approval of the Southern Pacific Company prior to award of contract.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attachs.

cc Mr. W. C. Williams
Mr. Leonard I. Lindas

4-59

8-2708

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

W. M. JAEKLE
CHIEF ENGINEER
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
H. M. WILLIAMSON
ENGINEER MAINTENANCE OF WAY AND STRUCTURES
W. J. JONES
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

July 21, 1959

911/323
0-PD-59-4

RECEIVED
JUL 2[illegible] 1959
OFFICE OF
STATE HIGHWAY ENGINEER

VIA AIR MAIL

Mr. W. C. Williams
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson - Asst. State Highway Engineer

Dear Sir:

Please refer to your copy of Mr. DeSouza's letter of July 13 with which he returned duplicate counterparts of the construction agreement and easement indenture in connection with construction of the highway overpass at Corvallis.

All of these documents have been executed on behalf of the State of Oregon.

We are returning herewith six copies of Exhibit B, two of which were removed from the two counterparts of the agreement and the other four were the extra copies furnished by Mr. DeSouza for our use in distribution. This Exhibit B is not in the form which we requested that you use in the fourth paragraph of our letter of June 26.

In telephone conversation with Mr. Kruttschnitt on July 17 you stated that pending determination of the contents of future exhibits to such agreements that you would use the exhibit in the form requested in our letter of June 26. For this purpose it will be appreciated if you will forward us seven copies of the exhibit, two of which we will insert in the agreement and the other five we will use in distribution.

We are looking forward to the visit which you and Mr. Lindas had intended to make to our office on July 22, but which you were forced to postpone.

Yours truly,

WM Jaekle

JUL 23 1959

Enc.
cc: Mr. J. W. DeSouza, Ass't. Counsel

Exhibit B

For S. P. Co. only

RELATIONS WITH RAILROAD COMPANY

Article 1.7.12: "Damage to Railroads" (Supp. 4-59)

The provisions of this article are supplemented by the following additional provisions:

General: It is expected that the Southern Pacific Company will cooperate with the contractor to the end that the work may be handled in an efficient manner, but the contractor shall have no claim for damages or extra compensation in the event his work is held up by the work of railroad forces.

Work on or Adjacent to Railroad Right of Way: The work to be performed under this contract which is on, over or under the railroad company's property or which is to be performed on areas lying within 50 feet of the center line of railroad tracks over which trains are operated is estimated to be   percent of the total cost of the project. This estimate is based upon estimated quantities and unit prices made prior to award of the contract and may or may not agree with the percentage computed in accordance with final quantities and unit prices under the contract. This estimate is given solely as a convenience and the State assumes no responsibility of any kind for its accuracy.

Railroad Requirements: The Contractor shall cooperate with the Southern Pacific Company where work is over or under the tracks, or within the limits of Railroad property in order to expedite the work and to avoid interference with the operation of Railroad equipment.

The Contractor shall comply with the rules and regulations of Railroad or the instructions of its representatives in relation to the proper manner of protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction.

The contractor shall perform his work in such manner and at such times as shall not endanger or interfere with the safe operation of the tracks and property of Railroad and the traffic moving on such tracks, as well as wires, signals and other property of Railroad, its tenants or licensees, at or in the vicinity of the work.

The contractor shall not pile or store any materials, park or use his equipment closer to the center of the nearest Railroad track, or overhead lines, than permitted by the following clearances:

10'-0" horizontally from center line of track, except
noted for falsework.
22'-6" vertically above top of rail, except as noted
for falsework.
______ vertically for falsework.
______ horizontally for falsework.

Any infringement on the above clearances due to the Contractor's operations shall be submitted to the Railroad and to the Engineer and shall not be undertaken until approved by the Railroad, and until the Engineer has obtained any necessary authorization from the Public Utilities Commissioner for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railroad Approval and PUC authorization.

In the case of impaired vertical clearance above top of rail, Railroad shall have the option of installing tell-tales or other protective devices Railroad deems necessary for protection of Railroad trainmen or rail traffic.

The details of construction affecting the Railroad tracks and property not included in the contract plans shall be submitted to the Railroad via the Engineer, for approval before such work is undertaken.

If the Contractor desires to move his equipment or materials across Railroad's tracks he shall obtain permission from Railroad and should it be required the Contractor shall obtain a private crossing agreement. The crossing installation for the use of the Contractor, if required, shall be at the expense of the Contractor.

In advance of any blasting, the contractor shall notify Railroad in order that proper flagging protection may be provided.

The Contractor shall, upon completion of the work covered by this contract, to be performed by Contractor upon the premises or over or beneath the tracks of Railroad, promptly remove from the premises of Railroad all of Contractor's tools, implements and other materials, whether brought upon said premises by said Contractor or any subcontractor, employee or agent of Contractor, or any subcontractor, and cause said premises to be left in a clean and presentable condition.

Railroad Flagmen: In connection with work performed on or adjacent to railroad property, Railroad representatives, conductors, flagmen or watchmen, will be provided by Railroad to protect its facilities, property and movements of its trains, or engines, when in the opinion of Railroad's representatives same is necessary due to the Contractor's operations while working on or adjacent to the Railroad's property or its tracks.

The cost of all necessary personnel provided by Railroad for the protection of Railroad facilities and trains during the performance of work on or adjacent to railroad property as deemed necessary for the protection of Railroad facilities and trains, and cost of installing tell-tales or other protective devices in the case of impaired vertical clearance, as above specified, shall be borne by the Contractor and sums sufficient to cover the claims based upon bills rendered to the State by Railroad for such costs, will be deducted from the progress and final pay estimates due the Contractor.

The rates of pay of Railroad employees customarily called upon to act for the protection of Railroad are the Railroad rates in effect at the time of the work for the various classes of labor. Compensation insurance, vacation and holiday time, railroad retirement and unemployment taxes, health and welfare, accounting and billing charges shall be added to the above rates.

The Southern Pacific Company will, upon request, furnish prospective bidders with an estimate of the cost of the flagging protection which will be required, but such estimate shall be understood to be approximate only and no guaranty is made that the total cost of such flagging will not be in excess of the estimated amount. The determination of the cost of flagging and protective devices to be used as a basis for the submitting of bids shall be the responsibility of the prospective bidders.

Work by Railroad Company: The Southern Pacific Company will rearrange its telephone, telegraph and signal lines, and appurtenances, and will make all track changes and will perform any other work in connection therewith.

The work by Railroad will be done by its own forces and is not a part of the work under this contract.

Legal Relations: The provisions of this section covering relations with railroad company and the provisions of the following sections, "Railroad Protective Insurance", of these special provisions shall inure directly to the benefit of the Southern Pacific Company.

Railroad Protective Insurance: In addition to any other form of insurance or bonds required under the terms of the contract and specifications, the Contractor shall furnish Railroad Protective Insurance in favor of the Southern Pacific Company and which policy or policies of insurance shall be in the railroad protective liability form as shown herein.

Such insurance shall be approved by said Southern Pacific Company before any work is performed on railroad property, and shall be carried until work on railroad property under the terms of the contract is satisfactorily completed as determined by the Engineer, and thereafter until all tools, equipment and materials have been removed from Southern Pacific Company's property and such property is left in a clean and presentable condition.

The insurance policy shall be delivered to the railroad company and a certificate of the policy shall be mailed the Highway Department, Highway Office Building, Salem, Oregon.

Full compensation for all premiums which the Contractor is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

RAILROAD PROTECTIVE LIABILITY FORM

____
(Name of Insurance Company)

DECLARATIONS

Item 1. Named Insured:

Item 2. Policy Period: From ______________ to ______________ 12:01 A.M., Standard Time, at the designated job site as stated herein.

Item 3. The insurance afforded is only with respect to such of the following coverages as are indicated in Item 6 by specific premium charge or charges. The limit of the company's liability against such coverage or coverages shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages		Limits of Liability		
		Each Person	Each Occurrence	Aggregate
A	Bodily Injury Liability	$250,000	$500,000	Not Applicable
B & C	Property Damage Liability and Physical Damage to Property	Not Applicable	$250,000	$500,000

Deductible Clause: Property Damage only.

From the amount of claims for property damage arising from any occurrence covered hereunder, the sum of $500 shall be deducted and insurance company shall be liable only for the amount in excess thereof within the limit of liability stated above.

Item 4. Name and Address of Contractor: ______________________________

____

____

Item 5. Name and Address of Governmental Authority for whom the work by the Contractor is being performed: STATE OF OREGON, acting by and through its STATE HIGHWAY COMMISSION, Salem, Oregon.

Item 6. Designation of the Job Site and Description of Work:

For constructing State Highway in ______________________

County, between ______________________________________

and ____

Highway ____________________, Sections ______________

Premium Bases	Rates per $100 of Cost Coverage A	 Coverages B&C	Advance Premiums Coverage A	 Coverages B&C
Contract Cost	$	$	$	$
Rental Cost	$	$	$	$

Countersigned ____________________________ 19___ by____________

____
Title

POLICY

____
(Name of Insurance Company)

A ____
insurance company, herein called the company, agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declaration made by the named insured and subject to all of the terms of this policy:

INSURING AGREEMENTS

I. Coverage A--Bodily Injury Liability.

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, hereinafter called "bodily injury", either (1) sustained by any person arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations, or (2) sustained at the designated job site by the Contractor or any employee of the Contractor or by any designated employee of the insured whether or not arising out of such acts or omissions.

Coverage B--Property Damage Liability.

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of physical injury to or destruction of property including loss of use of any property due to such injury or destruction, hereinafter called "property damage," arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations.

Coverage C--Physical Damage to Property.

To pay for direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called loss, arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations; provided such property is owned by the named insured or is leased or entrusted to the named insured under a lease or trust agreement.

II. Definitions.

(a) Insured.--The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

(b) Contractor.--The word "contractor" means the Contractor designated in Item 4 of the declarations and includes all subcontractors of said Contractor but shall not include the named insured.

(c) Designated employee of the insured.--The words "designated employee of the insured" mean:

(1) any supervisory employee of the insured at the job site,

(2) any employee of the insured while operating, attached to or engaged on work trains or other railroad equipment at the site which are assigned exclusively to the Contractor, or

(3) any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the Contractor or by governmental authority.

(d) Contract.--The word "contract" means any contract or agreement to carry a person or property for a consideration or any lease, trust or interchange contract or agreement respecting motive power, rolling stock or mechanical construction equipment.

III. Defense, Settlement, Supplementary Payments.

With respect to such insurance as is afforded by this policy under coverages A and B, the company shall:

(a) defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;

(b) pay, in addition to the applicable limits of liability:

(1) all expenses incurred by the company, all costs taxed against the insured in any suit and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without obligation to apply for or furnish any such bonds;

(3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;

(4) all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

IV. Policy Period, Territory.

This policy applies only to occurrences and losses during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

(a) to liability assumed by the insured under any contract or agreement except a contract as defined herein;

(b) to bodily injury or property damage caused intentionally by or at the direction of the insured;

(c) to bodily injury, property damage or loss which occurs after notification to the named insured of the acceptance of the work by the governmental authority, other than bodily injury, property damage or loss resulting from the existence or removal of tools, uninstalled equipment and abandoned or unused materials;

(d) under coverages A(1), B and C. to bodily injury, property damage or loss, the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any designated employee of any insured;

(e) under coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; provided that the Federal Employers' Liability Act, U. S. Code (1946), Title 45, Sections 51-60, as amended, shall for the purposes of this insurance be deemed not to be any similar law;

(f) under coverage B, to injury to or destruction of property owned by the named insured or leased or entrusted to the named insured under a lease or trust agreement.

CONDITIONS

(The conditions, except conditions 3, 4, 5, 7, 8, 9, 10, 11 and 12 apply to all coverages. Conditions, 3, 4, 5, 7, 8, 9, 10, 11 and 12 appy only to the coverage noted thereunder.)

1. Premium.--The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The term "contract cost" means the total cost of all work described in Item 6 of the declarations.

The term "rental cost" means the total cost to the Contractor for rental of work trains or other railroad equipment, including the remuneration of all employees of the insured while operating, attached to or engaged thereon.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the company shall look to the Contractor specified in the declarations for any such excess; if less, the company shall return to the said Contractor the unearned portion paid.

In no event shall payment of premium be an obligation of the named insured.

2. Inspection.--The named insured shall make available to the company records of information relating to the subject matter of this insurance.

The company shall be permitted to inspect all operations in connection with the work described in Item 6 of the declarations.

3. Limits of Liability, Coverage A.--The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provisions respecting each person, the total limit of the company's liability for all such damage arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

4. Limits of Liability, Coverages B and C.--The limit of liability under coverages B and C stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of all property of one or more persons or organizations, including the loss of use of any property due to such injury or destruction under coverage B, as the rsult of any one occurrence.

Subject to the above provisions respecting "each occurrence," the limit of liability under coverages B and C stated in the declaration as "aggregate" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of property, including the loss of use of any property due to such injury or destruction under coverage B.

Under coverage C, the limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss, is of a part thereof the actual cash value of such part, at time of loss, nor what it would then cost to repair or replace the property or such part thereof with other of like kind and quality.

5. Severability of Interests, Coverages A and B.--The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

6. Notice.--In the event of an occurrence of loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place

and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. Assistance and Cooperation of the Insured, Cvoerages A and B.--The insured shall cooperate with the company and, upon the company's request attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

8. Action Against Company, Coverages A and B.--No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Coverage C.--No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

9. Insured's Duties in Event of Loss, Coverage C.--In the event of loss the insured shall:

(a) protect the property, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

(b) file with the company, as soon as practicable after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's request, exhibit the damaged property.

10. Appraisal, Coverage C.--If the insured and the company fail to agree as to the amount of loss, either may, within 60 days after the proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

11. Payment of Loss, Coverage C.--The company may pay for the loss in money but there shall be no abandonment of the damaged property to the company.

12. No Benefit to Bailee, Coverage C.--The insurance afforded by this policy shall not inure directly or indirectly to the benefit of any carrier or bailee, other than the named insured, liable for loss to the property.

13. Subrogation.--In the event of any payment under this policy, the company shall be subrogated to all the insured's rights to recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. Application of Insurance.--The insurance afforded by this policy is primary insurance.

15. Three-Year Policy.--A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each period.

16. Changes.--Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

17. Assignment.--Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.

18. Concellation.--This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured, contractor and governmental authority at the respective addresses shown in this policy written notice stating when not less than 30 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

19. Declarations.--By acceptance of this policy the named insured agrees that such statements in the declarations as are made by him are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In witness whereof, the ______________________________ Insurance Company has caused this policy to be signed by its president and

secretary at __________________________ and countersigned on the declarations page by a duly authorized agent of the company.

(Facsimile of Signature) (Facsimile of Signature)

___________________________________ Secretary

___________________________________ President

FORM E-123-X 50M . 2-50

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JUL
FOR FILING

U-222 (5)

5551

CERTIFIED MAIL

July 13, 1959

Mr. W. M. Jackle, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: Pux 323 - Corvallis O-Xing
Corvallis-Newport Highway
S.P. Co. (Benton County)

Dear Mr. Jackle:

Herewith I hand you original and duplicate copy of the construction agreement and original and duplicate copy of the easement agreement relative to the above titled matter, your file No. O-PD-59-4. The copies have been executed by the State Highway Commission and the easement agreement has been acknowledged.

In accordance with your letter of June 26, 1959, we are enclosing five additional copies of Exhibit B for your use.

With reference to paragraph 5 on page 2 of the easement agreement, please note that the following has been added: "...subject, however, to any applicable legislative enactments concerning the same." This is in accordance with long-established past precedent, although this language, through inadvertence, seems to have not been included in some recent agreements.

When the State's executed copies are returned, I would appreciate having you send us 10 additional copies of drawing A-18-39 attached to the construction agreement.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

NOTED
G. S. PAXSON

JWD/ks
enc.

cc: G. S. Paxson
Ivan Merchant
Tom Edwards
Curt Baker
J. D. Walker

RECEIVED
1959
OFFICE OF
ENGINEER

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JUL 13 1959
FOR FILING

U-222(5)

~~5501~~ 5551

g

Salem, Oregon
July 8, 1959

Mr. J. W. DeSouza
Assistant Counsel
Office

Attached for further handling are two copies each of an Easement Agreement and Construction Agreement with the Southern Pacific Company relative to the Corvallis Overcrossing on the Corvallis-Newport Highway in Benton County. These copies have been executed by the State Highway Commission and are now ready for the signatures of the Officials of the Railroad Company.

When fully signed please return one copy of each agreement to this office for the Commission's files.

Ass't. Secretary

rn
Attach: 2 Agr. (2 copies ea.)

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 29, 1959

SUBJECT: Pux 323 - Corvallis O-Xing
S.P.Co. - Corvallis-Newport Hwy.
Benton County

To: Mr. Floyd Query, Secretary
State Highway Commission
Office

Herewith I hand you for execution by the State Highway Commission original and duplicate copy of Easement Agreement and original and duplicate copy of Construction Agreement with Southern Pacific Company relative to the Corvallis Overcrossing.

After execution by the State Highway Commission all copies should be returned to me for further handling.

You will note that in paragraph 5 of the Easement Agreement an additional phrase has been typed in. This should be initialed by the Commissioners executing the agreement. The Easement Agreement also should be acknowledged.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD/ks
enc.

cc: W. C. Williams
G. S. Paxson
L. I. Lindas

AUTHORIZED BY HIGHWAY COMMISSION
DATE It is planned to call bids for the Corvallis O'X-ing structure in Sept. 1959.
Floyd Query
Secretary

RECEIVED
JUN 23 1959
FOR FILING

U 222 (5)

5551

June 22, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Re: Oregon Project U-222 (5)
Corvallis Overcrossing of S. P. Railroad
Corvallis-Philomath Section of
Corvallis-Newport Highway

In respect to your letter of June 8 concerning reimbursement for the moving of Western Union facilities on the above project, I submit herewith a copy of my letter to Mr. Kilborn, Superintendent, Southern Pacific Company, dated June 10, 1959, and copy of a reply to this letter from Mr. Jackle, Chief Engineer of the Southern Pacific Company.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. Ivan D. Merchant

8-2708

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

W. M. JAEKLE
CHIEF ENGINEER
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
H. M. WILLIAMSON
ENGINEER MAINTENANCE OF WAY AND STRUCTURES
W. J. JONES
ASSISTANT ENGINEER MAINTENANCE OF WAY AND STRUCTURES
G. J. LYON
ASSISTANT ENGINEER MAINTENANCE OF WAY AND STRUCTURES

June 18, 1959

323(9)

Mr. G. S. Paxson
Assistant State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Dear Sir:

Mr. Kilborn has referred to us your letter of June 10 written in connection with the proposed overpass at Corvallis in which you request advice as to whether or not under the terms of our lease or permit to the Western Union Company we could require them to move their telegraph facilities at their own cost.

This is to advise you that under the terms of the contract between our company and Western Union we do not have a right to require Western Union to relocate its facilities at its own expense for a project of this type.

Yours truly,

WM Jaekle

Copy to Merchant

FORM E-123-X 37.5M

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

FLOYD QUERY, SECRETARY
SALEM

RECEIVED
JUN 22 1959

U-222 (5)

5551

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 19, 1959

Mr. A. W. Kilborn, Supt.
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Reference is made to G. S. Paxson's letter of June 10, 1959, requesting information as to the terms of your lease or permit for Western Union Company to occupy your right of way at the site of the proposed overcrossing of your tracks in the vicinity of Corvallis.

A similar condition of Western Union occupancy of your right of way exists at our proposed Judkins Point Overcrossing reconstruction and the proposed new crossing of your tracks on the Pacific Highway in the vicinity of Judkins Point.

It will be appreciated if you would advise us as to whether, under the terms of yourlease or permit to the Western Union Company, you can require them to move their facilities at their own cost at the locations mentioned in the above paragraph.

This condition will probably apply at all future highway-railroad grade separation projects on the Southern Pacific system. Are the terms of your lease or permit with Western Union Company such that we could make a blanket statement to the Bureau of Public Roads covering all future locations or must we handle each location as an individual item.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG/skt

NOTED
G. S. PAXSON

cc: Mr. G. S. Paxson
Mr. C. A. Gardner

RECEIVED
[illegible]

RECEIVED
JUN 11 1959
FOR FILING
U-222(5)

5551

June 10, 1959

Mr. A. W. Kilborn
Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Re: Corvallis-Philomath Section,
Corvallis-Newport Highway,
in Corvallis

Dear Sir:

The overcrossing of your tracks in Corvallis by the new section of the Corvallis-Newport Highway necessitates the moving of the Western Union facilities. We have agreed with the Western Union as to the details of this moving, and they are to do the work with their own forces.

The Bureau of Public Roads has called our attention to Section 4 (b) of Policy and Procedure Memorandum 30-3, which reads as follows:

> "Utility on Railroad Right-of-Way: Where a utility company occupies the rights-of-way of a railroad company at the site of a project which requires a change in the railroad company's facilities, the approval of the agreement between the State or the Bureau of Public Roads and the railroad company will be contingent upon the railroad company exercising its rights under the terms or conditions of the permit or easement under which the utility company occupies the right-of-way and is required or relieved of the obligation to adjust its facilities at its own expense."

It would be appreciated if you would advise us as to whether under the terms of your lease or permit to the Western Union Company, you can require them to move their facilities at their own costs.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. Ivan D. Merchant
Mr. J. D. Walker
Mr. C. H. Maison

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
08-35.5

408 State Highway Building
Salem, Oregon

June 8, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project U-222(5)
Corvallis-Overcrossing of S.P. Railway
Corvallis-Philomath Section of
Corvallis-Newport Highway

Dear Sir:

With reference to Mr. Ivan D. Merchant's letters of April 29, 1959 and June 4, 1959, submitting estimates and sketches showing proposed adjustments of the Western Union facilities, we cannot approve this work until a formal finding is submitted showing that it is the obligation of the State to reimburse the utility, in accordance with Section 3 and 4b, of PPM 30-3. Also please refer to Section 8, Agreements, of the same PPM which states: "The form of the written agreement is not prescribed. It may consist of an exchange of correspondence which amounts to an offer and acceptance by officers with authority to bind the parties thereto or a more formal document."

The estimate and sketches will be held in abeyance until copies of the above correspondence between the State and the Western Union is received to complete this agreement.

Very truly yours,

CG Polk
C. G. Polk
Division Engineer

NOTED
G. S. PAXSON

[illegible]

RECEIVED
JUN 10 1959

U-222(5)

5551

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 8, 1959

SUBJECT: Pux 323 - Corvallis O-Xing
Corvallis-Newport Highway
S. P. Co. - Benton County

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Herewith I hand you copy of Order No. 36707, issued by the Public Utility Commissioner under date of June 1, 1959, relative to above titled project.

The order appears to have been issued in accordance with the application of the State Highway Commission.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD/ks
enc.

cc: G. S. Paxson
Ivan D. Merchant (6)
Tom Edwards (3)
J. D. Walker (2)
F. B. Crandall (2)
I. A. DeFrance (2)

Order #36707

BEFORE THE PUBLIC UTILITY COMMISSIONER
OF OREGON

F-2661

In the matter of the application of OREGON STATE HIGHWAY COMMISSION to construct an overcrossing structure over the right of way of Southern Pacific Company on the Corvallis-Newport Highway, known as the CORVALLIS OVERCROSSING project, in Benton County, Oregon.	ORDER

The above entitled matter was duly heard on May 15, 1959, at Corvallis, Oregon, before Glen E. Seidler, Examiner, representing the Commissioner. The following appearances are of record herein:

For Applicant:

J. W. DeSouza, Assistant Counsel
Salem, Oregon
In behalf of Oregon State
Highway Commission

Interested Parties:

James C. Ingwersen, Attorney
Portland, Oregon
In behalf of Southern Pacific
Company

V. L. Goodnight, City Engineer
Corvallis, Oregon
In behalf of the City of Corvallis

For Commissioner:

William G. Whitney, Assistant Attorney
General, Salem, Oregon
Of Counsel for the Public Utility
Commissioner

On March 24, 1959, the State of Oregon, by and through its State Highway Commission, hereinafter referred to as Applicant, filed an application for authority to cross over the tracks and right of way of Southern Pacific Company at a point on the Corvallis-Newport Highway, known as the Corvallis Overcrossing project.

On March 31, 1959, Benton County, by and through its County Court, filed an answer stating it had no objections to the application.

On April 16, 1959, Southern Pacific Company filed an answer to the application stating it had no objections thereto.

Upon hearing, Applicant orally amended its application so as to correct the VIII paragraph thereof changing PUC Order No. 30600 to PUC Order No. 33700. In all other respects the application as filed was unchanged.

Evidence was adduced on behalf of Applicant only, the hearing was completed and the matter submitted for determination. Based upon said evidence and record it is found that:

The proposed overcrossing structure is necessitated by the construction of a relocated portion of the Corvallis-Newport Highway. The estimated traffic on the proposed structure after completion thereof will be a daily average of 4,300 vehicles, while the estimated traffic on the railroad is 12 train movements per day, including switching movements.

The overcrossing structure as proposed will be 175' in length. The portion that will cross over the railroad right of way will be 65' in length. The overall width will vary between 80' 10¼" to 87' 9". Provisions have been made for two-way traffic consisting of four lanes. The entire structure will be composed of reinforced concrete.

The proposed structure will cross over the main line and two future tracks of the Westside branch of Southern Pacific Company. The center line of the overcrossing structure will intersect the L^4 line of the main track at station RR 2620+76.7 POC. The corresponding point on the roadway is "L^4" POS 324+59.67.

Horizontal and vertical clearances beneath the proposed overcrossing structure will at all times, including during the erection thereof, be in excess of the minimums prescribed in Commissioner's Order No. 33700.

Applicant will prepare plans and specifications, award a contract or contracts and supervise the construction of the proposed grade separation structure. Applicant will finance the project from State and Federal highway funds and will reimburse Southern Pacific Company for all necessary expenses incurred by it in connection with the project which are reimbursable under, and not prohibited by, the terms of Policy and Procedure, Memorandum No. 30-3, issued by the Public Roads Administration and amendments thereof and supplements thereto. Applicant will maintain the structure with its approaches and other highway facilities after completion.

Southern Pacific Company will, subject to reimbursement as heretofore stated, make such revisions in existing signal and communication systems as may be required to safeguard their operation during construction and reinstall same in permanent locations after completion of the project; furnish such engineering, watchmen and flagmen services as may be necessary to safeguard railroad operations during the period of construction; move and thereafter reinstall such right of way fences as may be necessary for construction of the project. Southern Pacific Company will, at its own expense, maintain the railroad line with its appurtenances and facilities as before.

From the foregoing it is concluded that the erection of the proposed overcrossing structure, known as the Corvallis Overcrossing project, will create no undue hazard to railroad operations, will provide a safe crossing of the highway over the railroad right of way, all of which is in the public interest, and that pursuant to the provisions of ORS Chapter 763 the amended application should be granted; it is therefore

ORDERED that pursuant to ORS Chapter 763, the amended application of the Oregon State Highway Commission for authority to construct an overcrossing structure over the tracks and right of way of Southern Pacific Company, known as the Corvallis Overcrossing project, in the Northwest Quarter (NW¼) of Section 2, Township 12 South, Range 5 West, W.M., in Benton County, Oregon, is granted; and it is further

ORDERED that the construction shall be done in a good and workman-like manner in accordance with accepted engineering practices and in conformity as to location, elevation, angles of intersection and grades as shown on the revised plan and profile received into evidence; and it is further

ORDERED that the Oregon State Highway Commission shall prepare plans and specifications, award a contract or contracts and supervise the construction of the proposed overcrossing structure and finance the project from State and Federal highway funds and shall reimburse Southern Pacific Company for all necessary expenses incurred by it in connection with the project which are reimbursable under and not prohibited by the terms of Policy and Procedure Memorandum No. 30-3, issued by the Public Roads Administration and amendments thereof and supplements thereto; and it is further

ORDERED that Southern Pacific Company shall, subject to reimbursement as indicated herein, make such revisions to existing signal and communication systems and alterations to right of way fences as may be necessary prior to and during construction and reinstall or replace such facilities after completion of the project; furnish such engineering, watchmen and flagmen services as may be necessary to safeguard railroad operations during the period of construction; and it is further

ORDERED that after completion of the project the Oregon State Highway Commission shall, at its own expense, maintain the overcrossing structure, approaches and appurtenances thereto; and Southern Pacific Company shall, at its own expense, maintain its tracks and roadbed and such railroad facilities as may be necessary to its operations that are constructed beneath the overcrossing structure; and it is further

ORDERED that the designation F-688.3-A shall be assigned to the overcrossing structure as a means of identification in the Commissioner's Catalog of Railroad Crossings in the State of Oregon.

Made and entered this 1st day of June, 1959.

Public Utility Commissioner

(SEAL)

FORM E-123-X 12.5M 6-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
MAR 26 1959
FOR FILING

T-22(5)

5551

March 23, 1959

Mr. Jonel C. Hill
Public Utility Commissioner
Public Service Building
Salem, Oregon

Attention: Mr. David Don

Re: Pux 323-Corvallis O-Xing
(Corvallis-Newport Hwy.)
S.P. Co. (Benton Co.)

Dear Sir:

Herewith I hand you original and five copies of the application of the State of Oregon, by and through its State Highway Commission, to construct an overcrossing structure over and across the tracks and right of way of Southern Pacific Company, known as the Corvallis Overcrossing project, in Benton County, Oregon.

Two of the copies are for service upon Southern Pacific Company, one copy is for service upon the City of Corvallis and the other copy is for service upon Benton County in case you consider it desirable to make the county a party.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Forrest Cooper ✓ - with copy of Petition & exhibits
Mr. G. S. Paxson - " " " " " "
Mr. Ivan D. Merchant- " " " " " "
Mr. Tom Edwards - " " " " " "
Mr. J. D. Walker - " " " " " "
Mr. L. I. Lindas - " " " "

NOTED
FORREST COOPER

RECEIVED
MAR 24 1959
OFFICE OF
STATE HIGHWAY ENGINEER

Pux 323

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the Matter of the Application of the STATE OF OREGON, by and through its State Highway Commission, to construct an overcrossing structure over and across the tracks and right of way of Southern Pacific Company, known as the CORVALLIS OVERCROSSING project, (Corvallis-Newport Highway) in the Northwest quarter (NW¼) of Section 2, Township 12 South, Range 5 West, W.M., in Benton County, Oregon.	**PETITION** No.________

The petitioner herein respectfully represents:

I

That the name and address of your petitioner are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon.

II

That this petition is made under the authority of ORS Title 31.

III

That petitioner proposes the construction of a revised entrance of the Corvallis-Newport Highway into the City of Corvallis, in the southwest portion thereof, and that in connection therewith it will be necessary and desirable to construct an overcrossing structure over and across the tracks and right of way of Southern Pacific Company as shown by drawings 8617-A, 14587, and 14586, attached hereto and by this reference made a part hereof.

IV

That the construction of the proposed overcrossing structure is necessary and proper for the service, accommodation and convenience of the public in that a crossing at grade at said point would not be in the interest of safety either on the highway or on the railroad.

V

That the estimated traffic on the proposed structure after completion thereof will be a daily average of 4,300 vehicles and that the estimated traffic on the railroad is 12 train movements per day, including switching movements.

VI

That the L^4 line grade approaching the proposed structure from the west is an ascending grade of 3.9434 percent and that the grade approaching the proposed structure from the east is an ascending grade of 0.60 percent, which grades are connected by a vertical curve 600 feet in length.

VII

That the petitioner proposes that the construction and maintenance of the project be handled and the costs thereof borne as follows:

THINGS TO BE DONE BY STATE:

(a) Prepare plans and specifications and award a contract or contracts for the construction of the proposed project and supervise the construction thereof.

(b) Finance the construction of the project, without participation therein from funds of Railroad Company, from State and Federal highway funds, including reimbursement to Railroad Company for the necessary expenses incurred in connection therewith which are reimbursable under and not prohibited by the terms of Policy and Procedure Memorandum 30-3, issued by the Public Roads Administration and amendments thereof and supplements thereto.

(c) After construction maintain the said structure with its approaches and other highway facilities.

THINGS TO BE DONE BY RAILROAD COMPANY:

(a) Subject to reimbursement, rearrange its signal and telegraph systems to safeguard their operation during construction and reinstall the same in permanent locations after the completion of the project.

(b) Subject to reimbursement, furnish such engineering, watchmen and flagmen services as may be necessary and required to safeguard railroad operations during the construction of the project.

(c) Subject to reimbursement, move and thereafter reinstall such right of way fences as may be necessary for construction of the project.

(d) At its own cost and expense, maintain the railroad line with its appurtenances and facilities as heretofore.

VIII

That it is not anticipated that during the construction of the proposed structure there will be any impairment of vertical or horizontal clearances in violation of PUC Order 30600.

IX

That the said construction is in the Northwest quarter (NW¼) of Section 2, Township 12 South, Range 5 West, W.M., in Benton County, Oregon.

Dated at Salem, Oregon, this 23rd day of March, 1959.

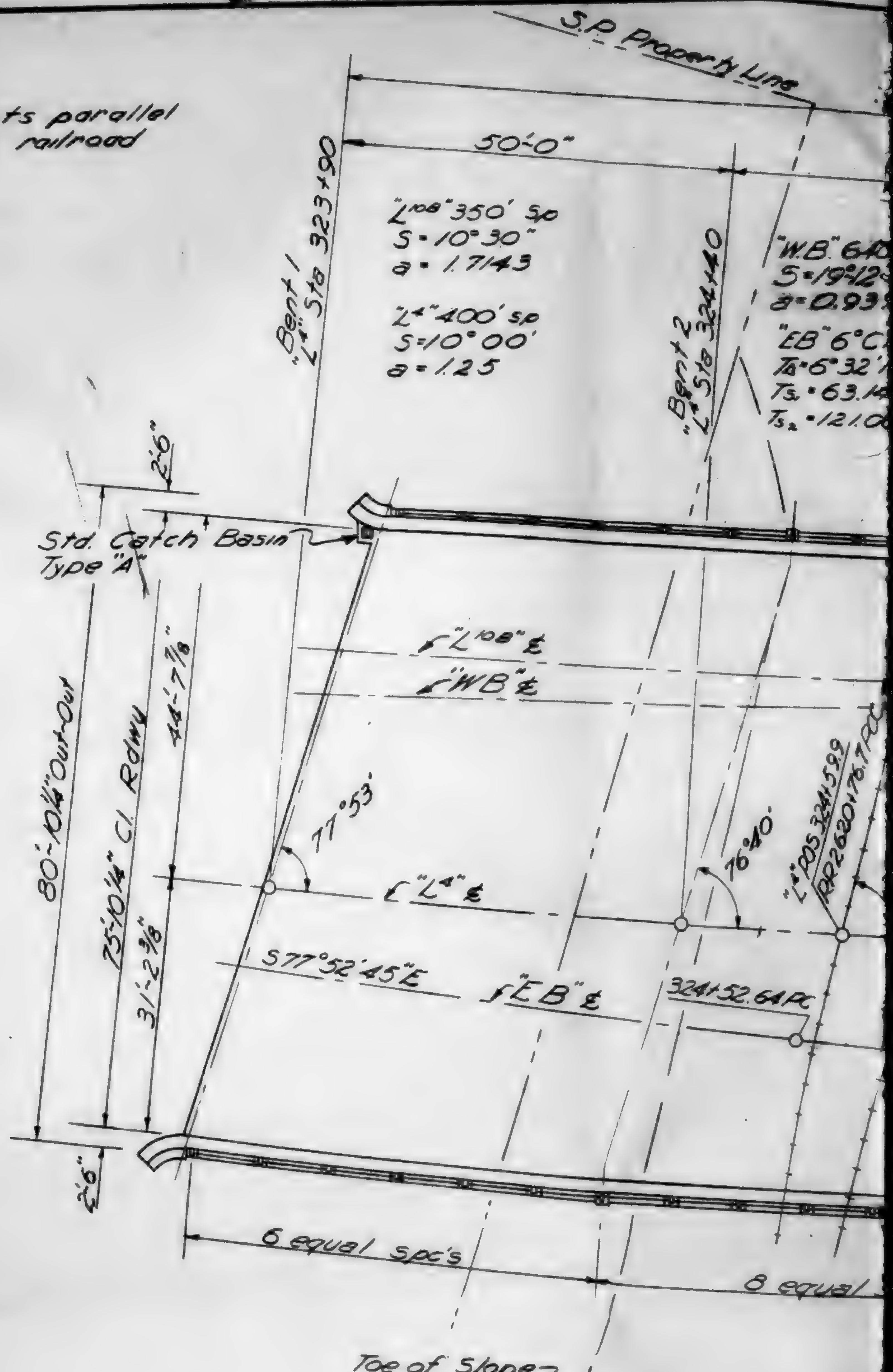
STATE OF OREGON, by and through its
State Highway Commission

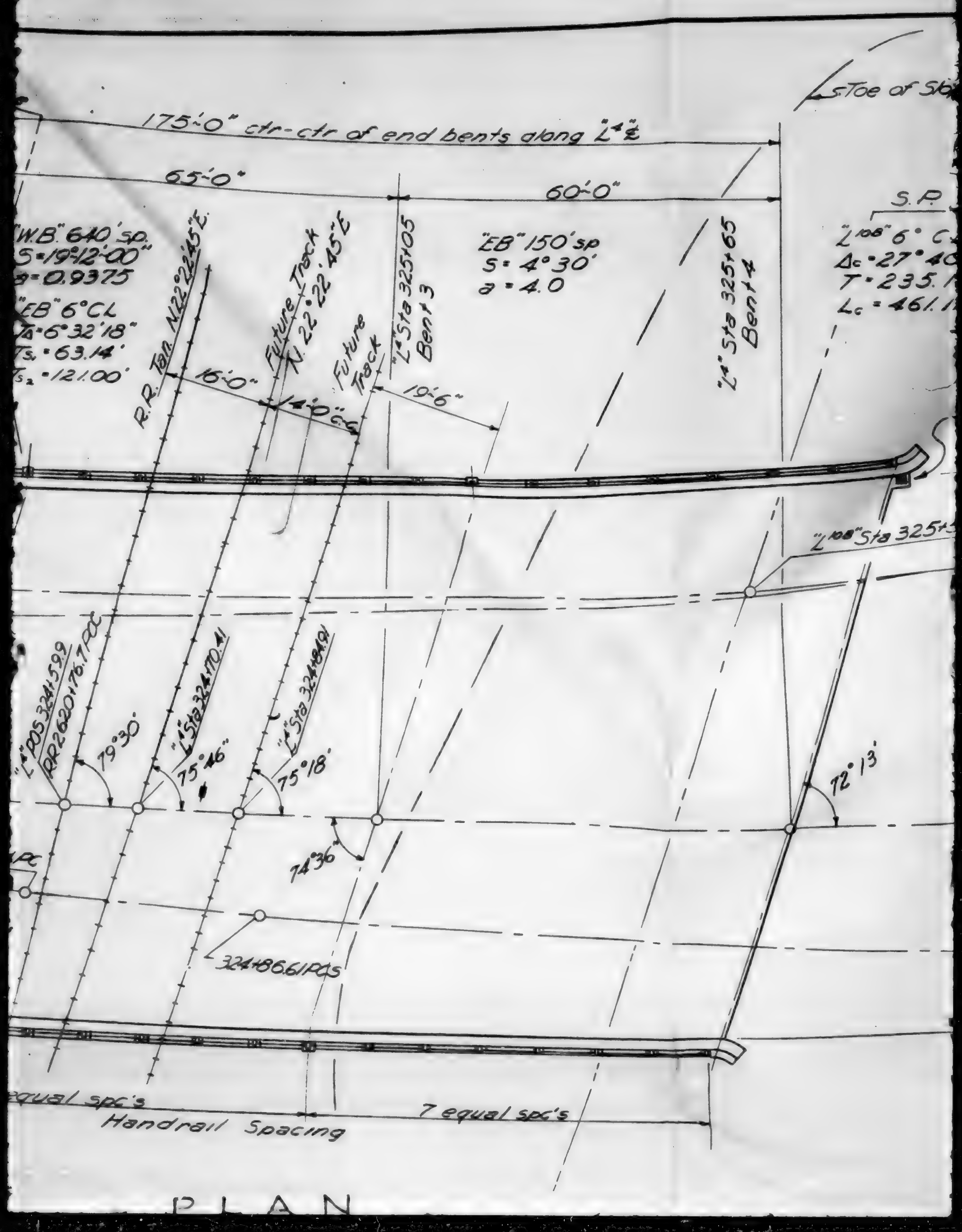
L. I. LINDAS
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By J. W. DeSOUZA
J. W. DeSouza-Assistant Counsel for
the State Highway Commission

JWD:RN
3-23-59

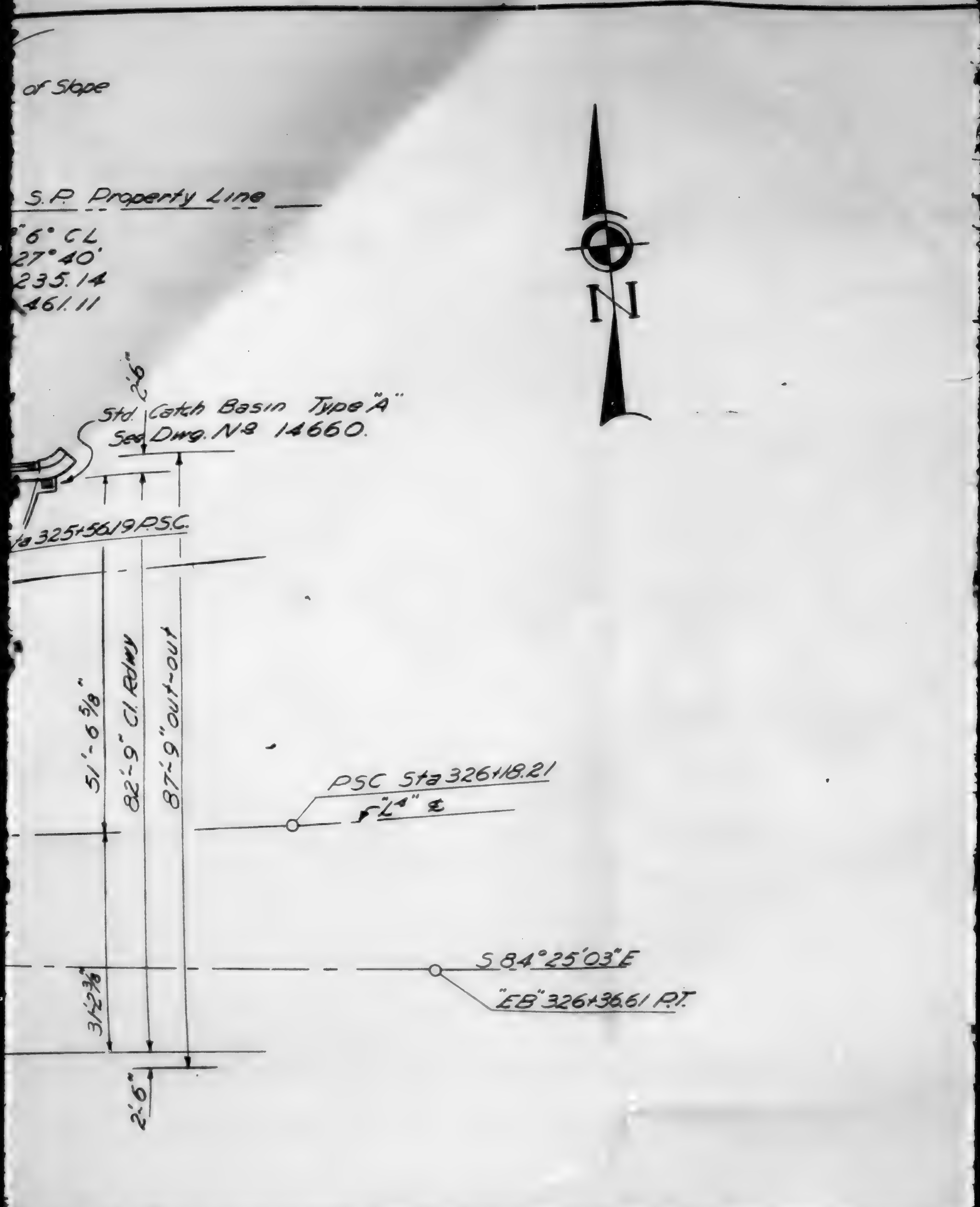
Note:
All bents parallel
to future railroad
tracks.

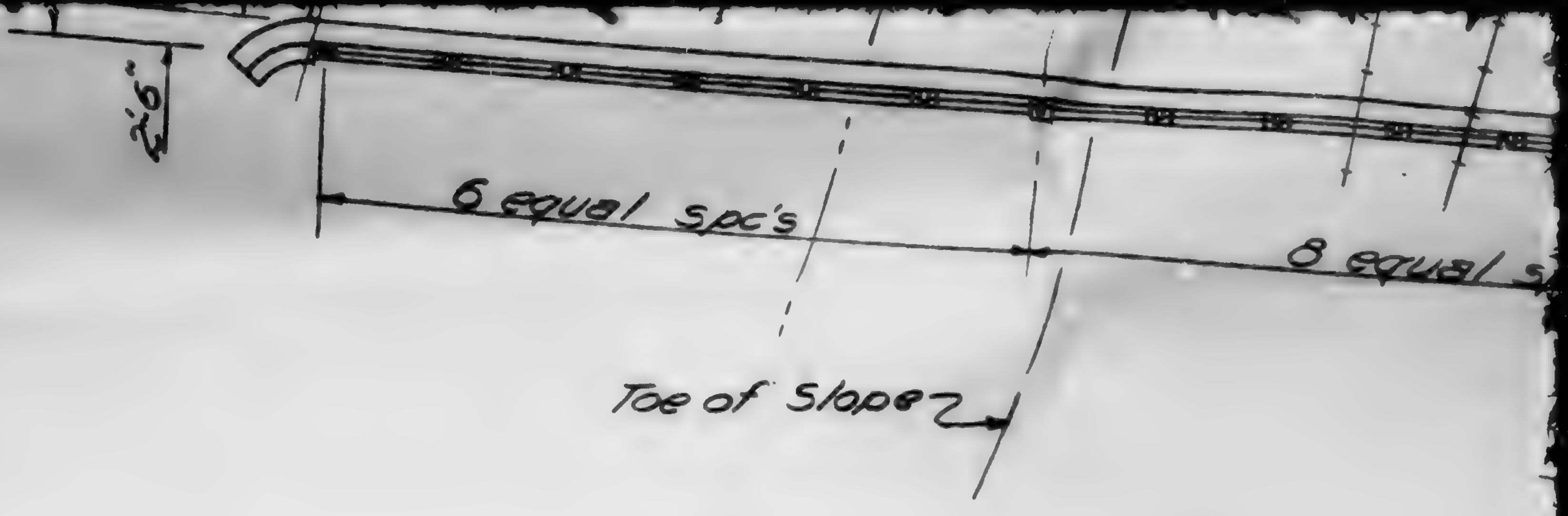

S.P. Property Line
50'-0"
"L¹⁰⁸" 350' s.p.
S = 10°30"
a = 1.7143
"L⁴" 400' s.p.
S = 10°00'
a = 1.25
Bent 1
"L⁴" Sta 323+90
Bent 2
"L⁴" Sta 324+40
"W.B." 6°
S = 19°12
a = 0.93
"EB" 6°C
Tα = 6°32'
Ts₁ = 63.1
Ts₂ = 121.0
2'-6"
Std. Catch Basin
Type "A"
℄ "L¹⁰⁸" ℄
℄ "WB" ℄
80'-10¼" Out-Out
75'-10¼" Cl. Rdwy
44'-7⅞"
31'-2⅜"
77°53'
76°40'
℄ "L⁴" ℄
"L⁴" POS 324+59.9
RP 2620+76.7 PC
S 77°52'45" E
℄ "EB" ℄
324+52.64 PC
2'-6"
6 equal spc's
8 equal
Toe of Slope

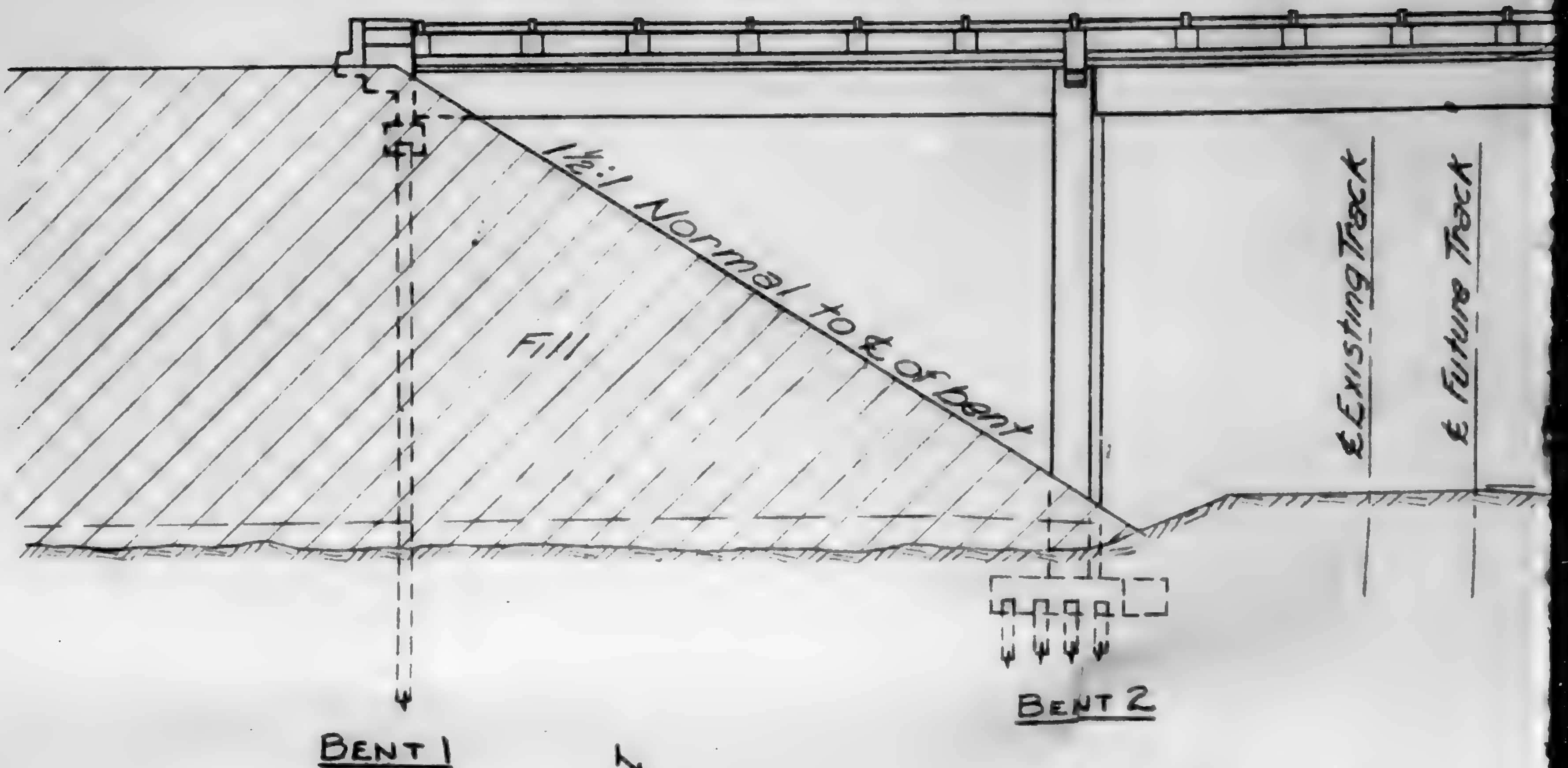


175'-0" ctr-ctr of end bents along "L4" ℄
65'-0"
60'-0"
∠s Toe of Slo
"W.B." 640' sp.
S=19°12'00"
a=0.9375
"EB" 6°CL
Ta=6°32'18"
Ts1=63.14'
Ts2=121.00'
R.R. Tan. N22°22'45"E.
Future Track N.22°22'45"E
Future Track
"L4" Sta 325+05 Bent 3
"EB" 150' sp
S=4°30'
a=4.0
"L4" Sta 325+65 Bent 4
S.P.
"L108" 6° C
Δc=27°40
T=235.1
Lc=461.1
16'-0"
14'-0" c.c.
19'-6"
"L108" Sta 325+3
"L4" POS 324+59.9
RR 2620+76.7 POC
79°30'
"L4" Sta 324+70.41
75°46"
"L4" Sta 324+84.91
75°18'
74°36"
72°13'
PC
324+86.61 PCS
equal spc's
Handrail Spacing
7 equal spc's

PLAN

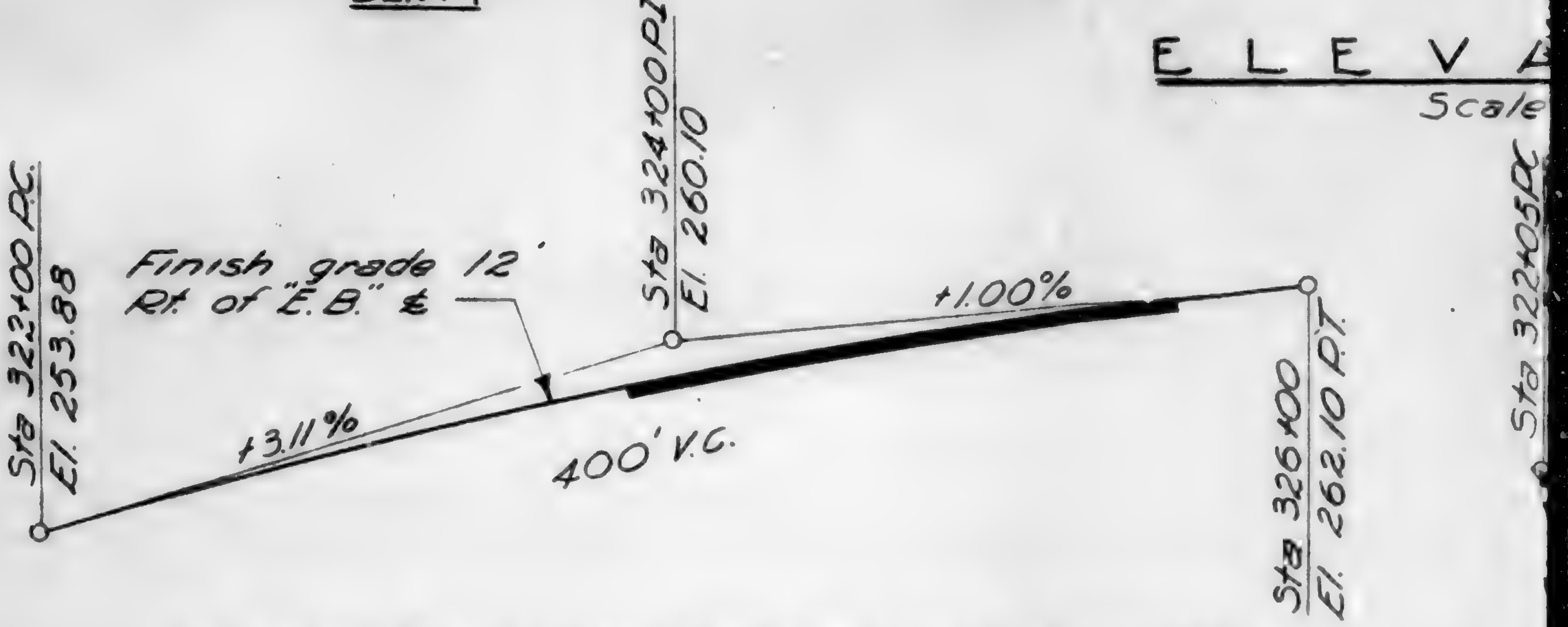

of Slope
S.P. Property Line
°6° CL
27°40'
235.14
461.11
N
2'-6"
Std. Catch Basin Type "A"
See Dwg. No 14660.
ta 325+56.19 P.S.C.
51'-6 5/8"
82'-9" Cl. Rdwy
87'-9" out-out
PSC Sta 326+18.21
"L4" ℄
S 84°25'03" E
"EB" 326+36.61 P.T.
3'-2 3/8"
2'-6"


2'-6"
6 equal spc's
8 equal s
Toe of Slope


1½:1 Normal to ℄ of bent
Fill
℄ Existing Track
℄ Future Track
BENT 1
BENT 2

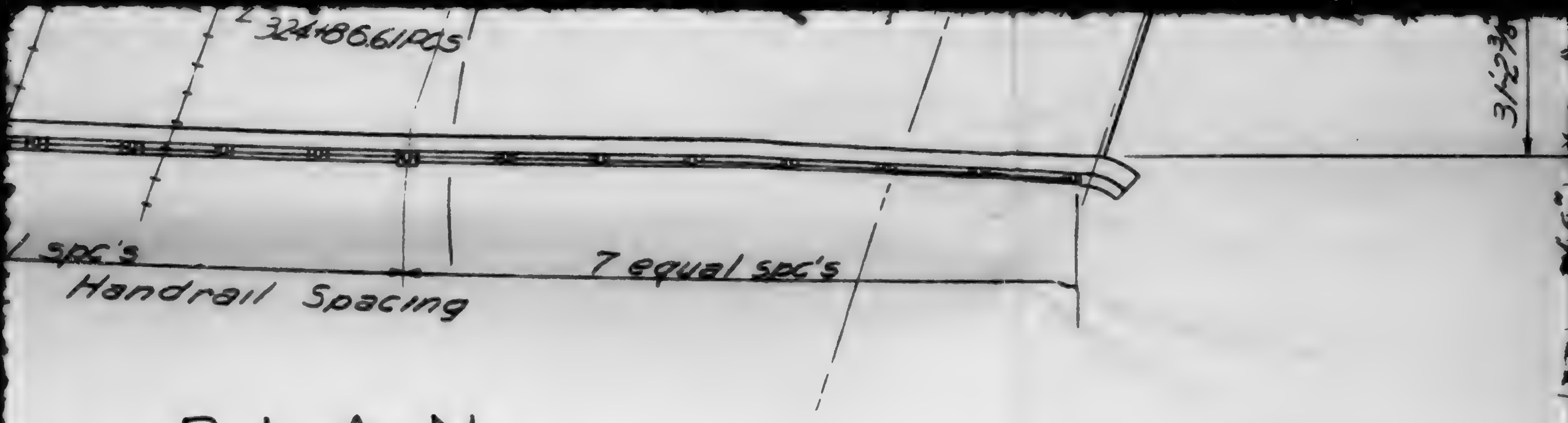
ELEVA

Scale


Sta 322+00 P.C.
El. 253.88
Finish grade 12" Rt. of "E.B." ℄
Sta 324+00 P.I.
El. 260.10
+1.00%
+3.11%
400' V.C.
Sta 326+00 P.T.
El. 262.10
Sta 322+05 P.C.

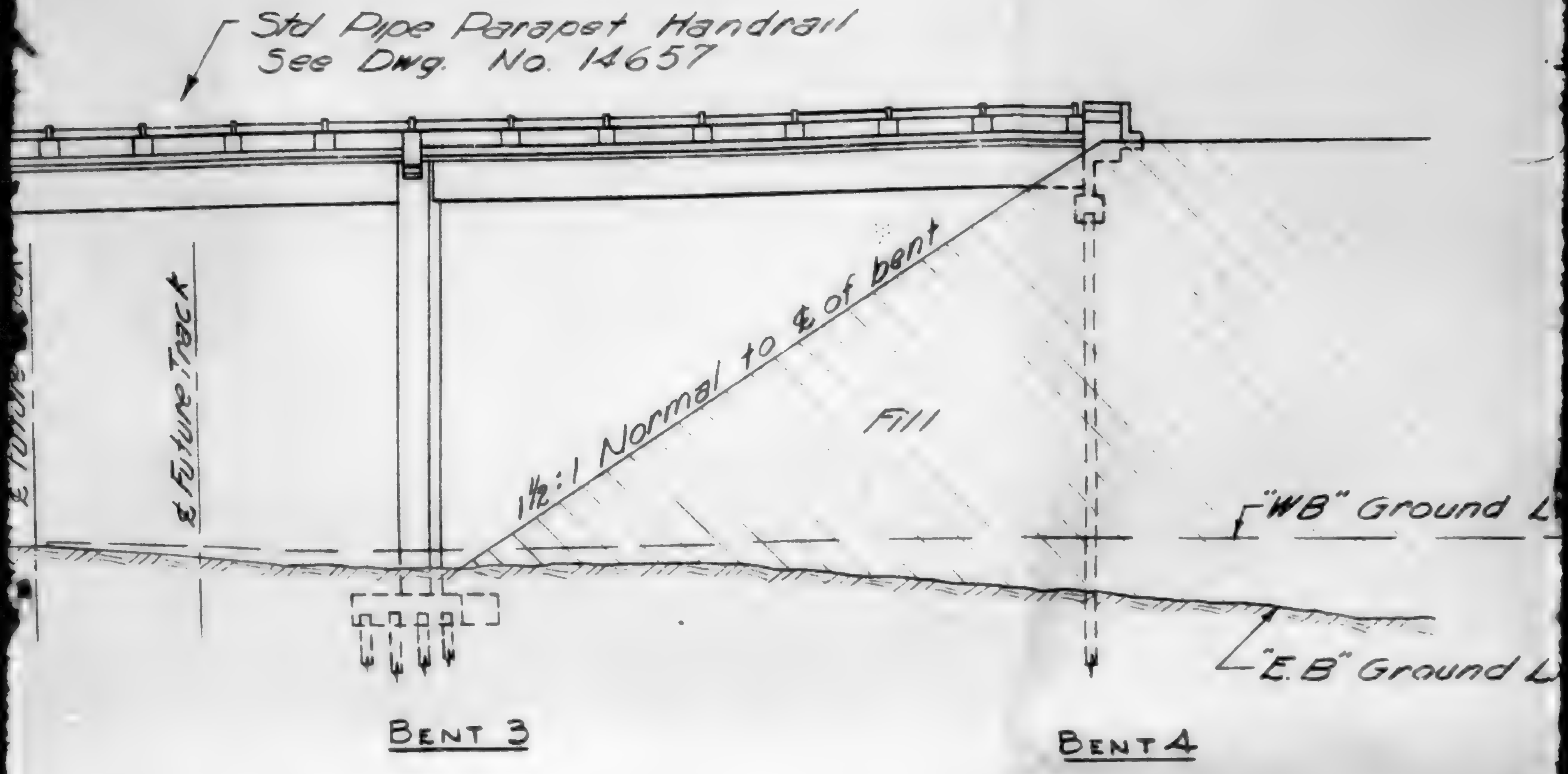
EAST BOUND GRADE LINE DIAGRAM

No Scale


324+86.61 PCS
3'-2⅞"
spc's
Handrail Spacing
7 equal spc's

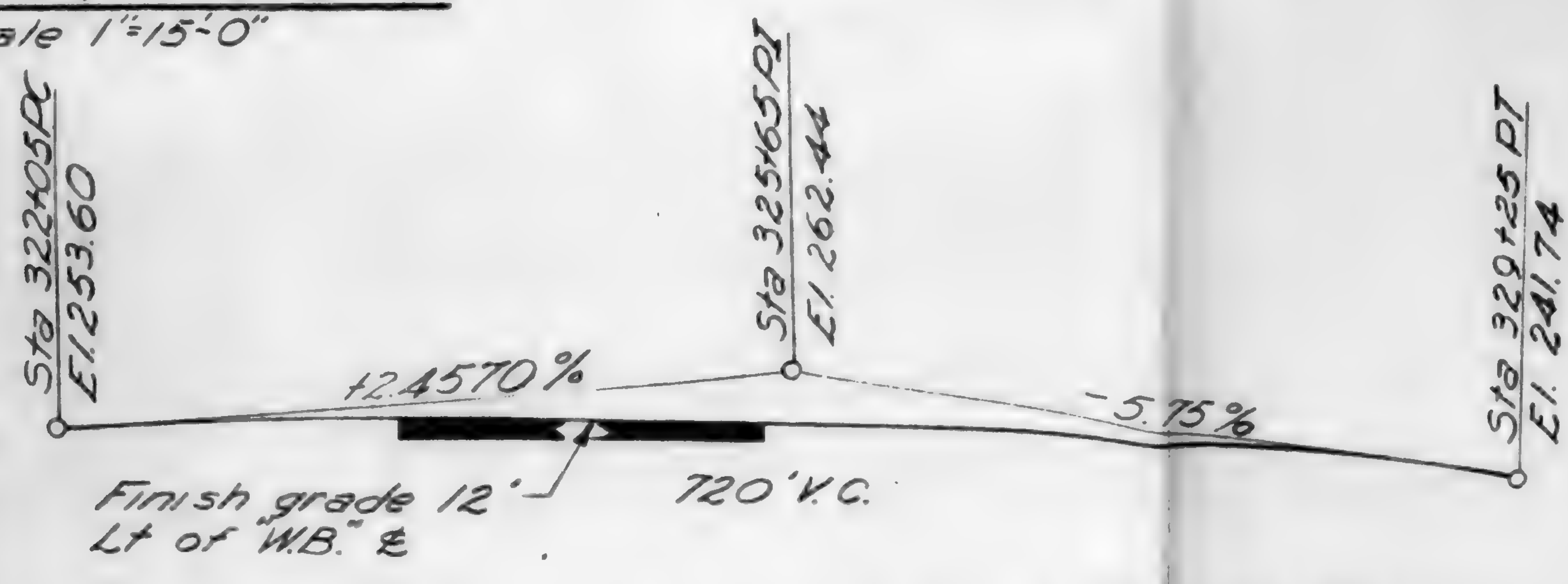
PLAN

Scale 1" = 15'-0"


Std Pipe Parapet Handrail
See Dwg. No. 14657
℄ Future Track
1½:1 Normal to ℄ of bent
Fill
"WB" Ground L
"E.B" Ground L
BENT 3
BENT 4

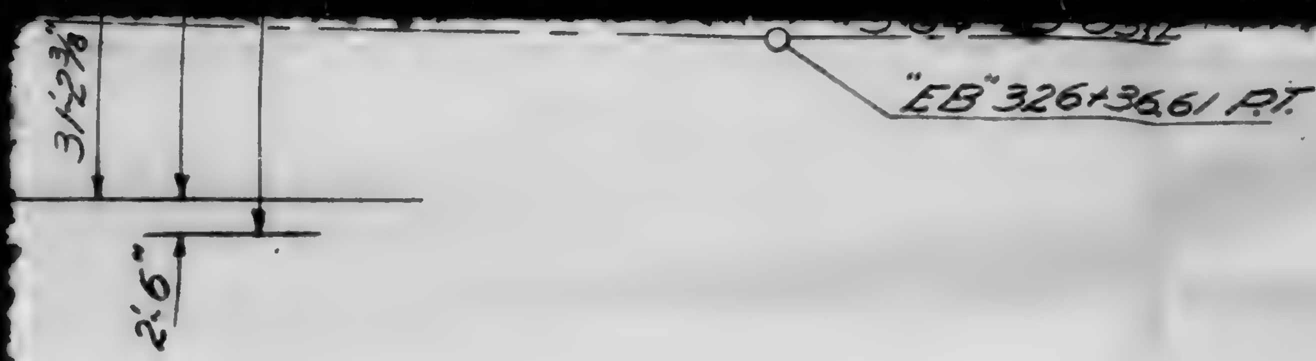
VATION

cale 1" = 15'-0"


Sta 322+05 PC
El 253.60
Sta 325+65 PI
El 262.44
Sta 329+25 PT
El 241.74
+2.4570 %
-5.75 %
720' V.C.
Finish grade 12'
Lt of "W.B." ℄

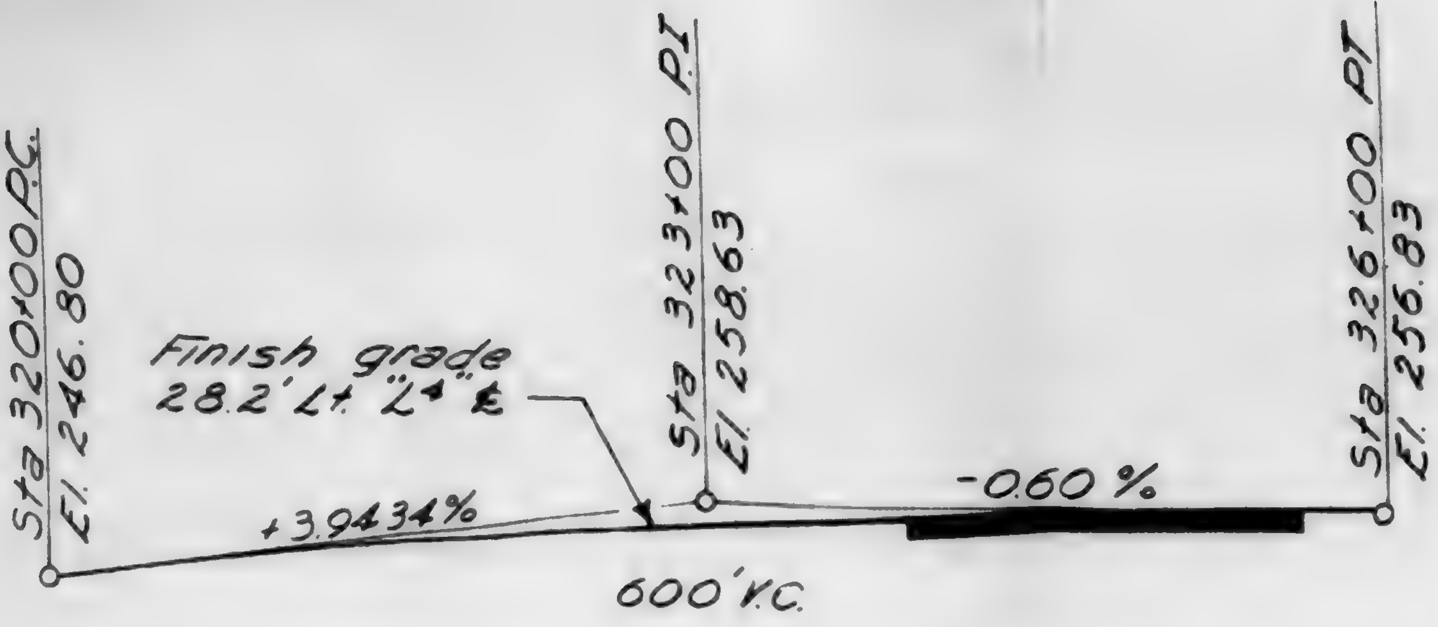
WEST BOUND GRADE LINE DIAGRAM

No Scale


3'-2⅜"
"EB" 326+36.61 P.T.
2'-6"

und Line

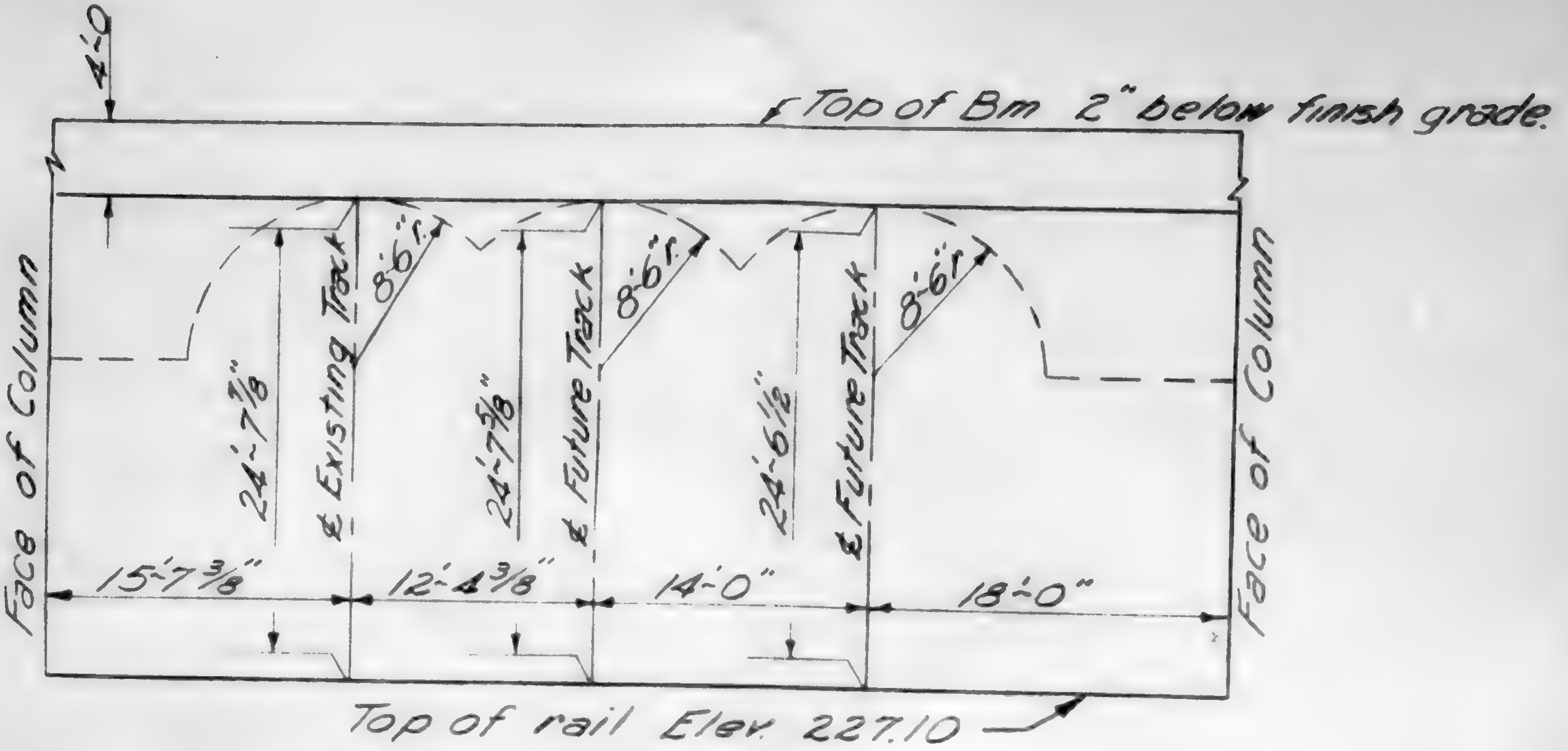
und Line


Sta 320+00 P.C.
El. 246.80
Finish grade
28.2' Lt. "L⁴" ℄
+3.9434%
Sta 323+00 P.I.
El. 258.63
-0.60%
Sta 326+00 P.T.
El. 256.83
600' V.C.

"L⁴" GRADE LINE DIAGRAM

No Scale

APPRO
BRIDG
ASS'T
STATE
DESIG
DRAW


4'-0"
Top of Bm 2" below finish grade.
Face of Column
8'-6" r.
8'-6" r.
8'-6" r.
24'-7 7/8"
24'-7 5/8"
24'-6 1/2"
℄ Existing Track
℄ Future Track
℄ Future Track
15'-7 3/8"
12'-4 3/8"
14'-0"
18'-0"
Face of Column
Top of rail Elev. 227.10

CLEARANCE DIAGRAM

Scale 1"=10'-0"

APPROVED:

Ivan D. Merchant
BRIDGE ENGINEER

ASS'T. STATE HIGHWAY ENGINEER

STATE HIGHWAY ENGINEER

DESIGNED DOC
DRAWN LLH
CHECKED
CALC. BOOK

OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

CORVALLIS ~ NEWPORT HWY. OVERCROSSING
OF THE S.P. R.R. AT CORVALLIS
CORVALLIS SECTION
CORVALLIS ~ NEWPORT HIGHWAY
BENTON COUNTY

PLAN & ELEVATION

DATE FEB 17, 1959 BRIDGE NO 8617
ACCOMPANIED BY DWGS.

SHEET 1 OF
DRAWING NO. 8617-A

Monthly Transaction No. RECEIVED MAR 3 - 59	For -2 (9-1 7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
Project Report No. FOR FILING 4	**FEDERAL-AID PROJECT AGREEMENT**	County **Benton** Project No. **U-222(3)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Corvallis Urban Bdy. to Junction FA 9.
(Corvallis Section)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way	7-8-58	
Construction		
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 318,000	$196,700

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Forrest Cooper
Deputy **State Highway Engineer**
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By CG Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer **March 17, 1959**

USComm-DC 40257

March 13, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Corvallis Section, Project No. U-222(3).

Very truly yours,

W. C. Williams
State Highway Engineer

RNC:mfh

By

Forrest Cooper
Deputy State Highway Engineer

February 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding, under separate cover, four copies of estimate as a basis for project agreement and four sets of reduced plans for the Corvallis Section, Project No. U-222(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:cr

Oregon State Highway Department

Federal Aid
Project No. U-222(3)

CORVALLIS SECTION OF THE CORVALLIS-NEWPORT HIGHWAY

IN BENTON COUNTY

(Estimate as a basis for project agreement. Based on estimated costs of lands, damages and other Rights of Way expenses.)

Salem, Oregon, February 18, 1959

Type Code R.O.W.
Rights of Way (Sta. 233+05 to Sta. 336+75)

Rights of Way	All Required	$302,610.00
	Subtotal	$302,610.00
	Acquisition Expense	15,390.00
	Total	$318,000.00

Length of Project. . . . . 1.949 miles

Federal Funds.	$ 196,700.00
State Funds.	121,300.00
	$ 318,000.00

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939

State Funds for Maint.: Chap. 529, laws, 1939

15-1616 Birdseye Cr. Br. Widening 1959
on old alignment of Pac.
#5552 Hwy.

RECEIVED
[illegible] 1960
FOR FILING

[illegible] 1616
[illegible]

August 24, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway contract #5552 for widening the Birdseye Creek Bridge on Pacific Highway (old) in Jackson County was completed by the contractor, R & M Construction Co., on April 21, 1960, and was formally accepted by the Highway Commission on May 10, 1960.

Final payment in the amount of $3,823.59 will be released to the contractor on or after September 3, 1960. The total contract amount is $20,253.06, of which amount $946.84 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

A

RECEIVED
JAN - 8 1960
FOR FILING

[illegible]

[illegible]

January 8, 1960

Oregon State Highway Commission

Gentlemen:

At 10 a.m. on January 5 permission was granted for the installation of a 25-mile-per-hour construction speed zone covering the Bird's-eye Creek Bridge project on the Pacific Highway south of Grants Pass.

Your concurrence is requested for the establishment of a 25-mile-per-hour construction speed zone on that section of Pacific Highway, No. 1, between M.P. 290.40 and M.P. 290.90.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. F. B. Crandall
Mr. G. S. Paxson

VPJ:pk er

FORM E-129

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

A

RECEIVED
DEC 14 1959
FOR FILING
1E 1616
5552

December 14, 1959

R & M Construction Company
136 Main St.,
Central Point
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5552, awarded November 5, 1959, for the Birdseye Creek Bridge widening on Pacific Highway (old alignment) in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

A

RECEIVED
NOV -5 1959
FOR FILING
5552

November 5, 1959

R & M Construction Company
136 Main
Central Point, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5552 for widening the Birdseye Creek Bridge on the old alignment of the Pacific Highway in Jackson County.

This award was based on your bid of $19,903.00, which was the low bid submitted to the Commission on November 3, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Merchant

RECEIVED
JUN -9 1959
FOR FILING
15-1616

5562

Salem, Oregon
June 8, 1959

Mr. Ivan Merchant
Bridge Engineer

Birdseye Creek Bridge

Recently, you provided an estimate of cost of widening the Birdseye Creek Bridge at M.P. 290.65, Pacific Highway. This estimate was $18,200.

Will you kindly proceed with the design and contracting of this proposed widening. Minor betterment funds will be used for the project, and I will have it programmed by the time the design is complete.

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

cc Mr. I. A. De France

NOTED
P. M. STEPHENSON

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 28, 1959

SUBJECT: Birdseye Creek Bridge,
MP 290.65, Pacific Hwy.

To:

P. M. Stephenson
Assistant State Highway Engineer

Office

We understand the estimated cost of widening the Birdseye Creek Bridge, Mile Point 290.65, Pacific Highway, has been found to be $18,500.

We have four Minor Betterment items in our 1959 budget that will not be undertaken so that funds are available for transfer as follows:

3-B	Hwy. 9, MP 286.61, Prefix 8-1245-152-01 Morton Creek 1 - 25' RCMB span, Widen 6' each side	$4500
3-B	Hwy. 9, MP 290.38, Prefix 8-1245-152-03 Willow Creek 1 - 50' RCDG span, Widen 6' each side	9000
3-D	Hwy. 1, MP 219.82, Prefix 10-1230-152-28 Fifth Street Overcrossing near Canyonville Place concrete precast slope protection 420 sq. yd. at $12.00	3780
3-D	Hwy. 1, MP 220.04, Prefix 10-1230-152-29 First Street Overcrossing Tiller-Trail Jct. Place concrete precast slope protection 420 sq. yd. at $12.00	3780
		$21060

We recommend the Birdseye Creek Bridge be let to contract at the earliest possible date as a Minor Betterment project and that funds from the above cancelled projects be used to cover the cost.

I. A. DeFrance
Maintenance Engineer

IAD:je
CC: F. D. Morgan

RECEIVED
MAR 13 1959
FOR FILING

15-1616

5552

Salem, Oregon
March 17, 1959

Birdseye Creek Bridge,
M.P. 290.65, Pacific
Highway

Mr. Ivan Merchant
Bridge Engineer
Office

Will you kindly furnish me with an estimate of cost for widening the existing Birdseye Creek Bridge at M.P. 290.65 on the Pacific Highway, using a 30-foot width with no sidewalks.

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

cc Mr. I. A. De France

RECEIVED
AUG 13 1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 13, 1959

SUBJECT: Birdseye Creek Bridge
MP 290.65, Pacific Highway

To:

P. M. Stephenson
Assistant State Highway Engineer

Mr. Krueger's Weekly Report for the week ending March 7, 1959, states that Stevenson's Bridge Crew completed repairs to the damaged rail on the Birdseye Creek Bridge on the Pacific Highway near Gold Hill.

We have not received a final report and do not know how much repair costs are involved. However, this does serve us as a reminder that this bridge is narrow and should be widened as recommended by the Professional Truck Drivers' Association.

We still would be able to transfer funds to cover this widening if you wish to undertake it this summer.

I. A. DeFrance
Maintenance Engineer

IAD:je

NOTED
P. M. STEPHENSON

RECEIVED
[illegible]

U-131(19) Redwood Jct. Sec., Pacific 1959
& Redwood Hwys. (Signing,
#5553 Illumin. & Tr. Sig. Inst.)

RECEIVED
FEB 23 1961
FOR FILING

U-131 (17)
F-127 (9)
4113

February 23, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5553 for signing-illumination-traffic signals on the Redwood Jct. Section of Pacific and Redwood Highways in Josephine County was completed by the contractor, Electric Corporation, on May 10, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of $6,868.78 will be released to the contractor after acceptance by the Commission. The total contract amount is $69,115.96, of which amount $1,699.25 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Electric Corporation
1375 13th SE
Salem
Oregon

RECEIVED
FEB 23 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

U-131(19)
F-12(9)
5553

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 21, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

Dear Sir:

Electric Corporation completed work on the Redwood Junction Section Signing, Illumination and Signals on the Pacific and Redwood Highways in Josephine County, Contract #5553, FAP No's. U-131(19) and F-12(0), on May 10, 1960.

We held up in reporting this job as completed until such time as we had some extensive tests completed on some of the material and equipment furnished by the contractor.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAO:nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

NOTED ON CARD

RECEIVED
AUG 31 1960
FOR FILING

[illegible] (19)
[illegible] (19)
5553

FORM E-123-X 50M 6-

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 30, 1960

Mr. R. W. Nelson
General Manager
Traffic Safety Supply Company
2324 SE Umatilla Street
Portland 2, Oregon

Dear Mr. Nelson:

Enclosed is a copy of the invoice for the parts shipped to Grants Pass for correction of the signs on the Redwood Highway Junction Section Signing Contract No. 5553. The invoice has been checked as requested, and it was noted that no provisions have been made for plugging the holes in Sign No. 19 as was requested. With the addition of the parts necessary to make this correction, the materials on hand would appear to be adequate to handle the requested errors in construction of the signs.

Inasmuch as we have not kept in close contact with the job, it is recommended that the Resident Engineer on the contract be consulted in regard to any additions that may be necessary.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

RLS:jj
Attachment
bcs: G. S. Paxson
Ivan Merchant
Frank Morgan
Roy Morton

NOTED
G. S. PAXSON

1

RECEIVED
JUL [illegible] 1960
FOR FILING
U-131(19)
F-127(?)
[illegible]

July 8, 1960

Electric Corporation
1375 13th SE
Salem
Oregon

Gentlemen:

The State Highway Commission at its meeting held on July 7, 1960, had under discussion your request for an extension of time of 45 additional workdays within which to complete your contract #5553 without the assessment of liquidated damages, for the signing-illumination-traffic signals on the Redwood Jct. Section of Pacific and Redwood Highways in Josephine County.

We are pleased to inform you that the Highway Commission granted 10 additional workdays , which was all that was required to complete the contract. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered, but did not necessarily adopt any of the reasons given by you for the failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Frank Morgan
Roy Norton
Ivan D. Merchant
R. L. Porter
C. H. Nelson

RECEIVED
JUL - 1 1960
FOR FILING

U-131(19)
F127(9)
5553

A

June 30, 1960

Oregon State Highway Commission

Request for Extension of Time
No. 1
July 7-8 Meeting

Gentlemen:

The Electric Corporation, contractor on the signing, illumination, and traffic signal installation project at the Redwood Interchange, Contract No. 5553, has requested a 45-workday extension of time without assessment of liquidated damages. This request is based on the fact that the material supplier for the fluorescent light fixtures required under the contract could not furnish the fixtures because of a delay in the manufacturing plant occasioned by the steel strike of last summer.

The contractor's claim for extra time occasioned by failure of a material supplier is not considered as a valid excuse for granting an extension of time in this instance; however, during the course of the work the contractor was ordered to do some extra work. The dollar value of the extra work ordered was not great but the nature of the work was such that it had to be coordinated with the construction operations of other contractors on the same project, which delayed the completion of the signing job considerably. In spite of the delays occasioned Electric Corporation by conditions beyond their control, they were able to complete the contract with only a ten-workday overrun of the time authorized in the contract.

It is my recommendation that the contractor be granted a ten-workday extension to the contract time without assessment of liquidated damages.

This is a Federal-aid project. The Bureau of Public Roads has concurred in the request that the contractor be granted a ten-day time extension without assessment of liquidated damages. A copy of their concurrence in the extension is attached, along with copies of the contractor's request for the time extension.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

CAG:mm ms
cc: Mr. I. D. Merchant
Attach.

RECEIVED
1960
FOR FILING
U-131(19)
F-127(9)
5553

When replying, refer to
08-35.4-DB

408 State Highway Building
Salem, Oregon

June 13, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We concur in your request for a 10 day extension of time on Projects FAP U-131(19) and F-127(9), Redwood Interchange Sign Illumination and Traffic Signals as requested in your letter of June 9, 1960.

Very truly yours,

C. G. Polk
Division Engineer

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3 1959
FOR FILING

A

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

U-131(19)
F-127(9)
5553

Salem, Oregon
December 28, 1959

SUBJECT: Signing Revision
Redwood Highway Junction Interchange
Pacific Highway No. 1
US99

To: Ivan Merchant
Bridge Engineer
O F F I C E

There are attached ten copies of plan sheets 2 and 2A of Contract No. 5553 showing the signing revisions for the above named interchange. These changes were approved by Mr. G. S. Paxson on December 18, 1959. The indicated sign changes should not make any appreciable change in the amount bid for the affected Type "A" Signs.

Original Signed by
J. AL [illegible]

J. Al Head
Assistant Traffic Engineer

DRA:jj
Attachment
cc: G. S. Paxson

NOTED

RECEIVED

RECEIVED
FORM E-129
NOV 30 1959
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

A

91-131(9)
F127(9)
5553

November 30, 1959

Electric Corporation
1375 13th SE
Salem
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5553, awarded November 5, 1959, for signing-Illumination-traffic signal installations on the Redwood Jct. Section of Pacific and Redwood Highways in Josephine County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do
Encl.

RECEIVED
[illegible] 1959
FOR FILING
U-131(19)
F-127(9)
5553

When replying, refer to:
08-35.4-0

408 State Highway Building
Salem, Oregon

November 5, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5553 for Oregon Project U-131(19), Redwood Highway Jct., Grants Pass, (Signing, Illumination and signals), to Electric Corporation of Salem, Oregon, low bidder in the total amount of $67,630.00 for this project and Project F-127(9) at the November 3, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

NOTED

orig to Dexter

RECEIVED
NOV -5 1959
FOR FILING

[illegible]

5553

November 5, 1959

Electric Corp.,
P. O. Box 266
Salem, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5553 for signing, illumination, and traffic signal installations on the Redwood Junction Section of the Pacific and Redwood Highways in Josephine County.

This award was based on your bid of $67,630.00, which was the low bid submitted to the Commission on November 3, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms
cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Mercham

RECEIVED
OCT [illegible] 1959
FOR FILING

U-131(19)
F 127(9)
5553

When replying, refer to
08-35.4-[illegible]

408 State Highway Bldg.
Salem, Oregon

October 16, 1959

Re: Redwood Highway Junction Section
Pacific & Redwood Highways

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

The P. S. & E. documents for Oregon Project U-131(19) have been approved on this date and this is your authority to proceed to advertise for bids.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

NOTED
FORREST COOPER

orig Porter

R

IDAHO
MONTANA
OREGON
WASHINGTON
RECEIVED
[illegible] 1959
FOR FILING

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

U-131(19) When replying, refer to
08-35.2
F 127(9)
5553

408 State Highway Bldg.
Salem, Oregon

September 30, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project U-131(19)
Redwoods Interchange
Illumination Plans

Dear Sir:

The illunination plans for the Redwoods Interchange submitted with your letter of August 27, 1959 are considered satisfactory.

Attached is a copy of a memorandum from our Regional Engineer, Mr. Farin, in San Francisco concerning the proposed plan.

Very truly yours,

C. G. Polk
Division Engineer

E. H. Cowan
By: E. H. Cowan
Acting Division Engineer

Encl.

Porter

BUREAU OF PUBLIC ROADS

Mr. C. G. Polk, Division Engineer
08-35.2 Salem, Oregon

September 25, 1959

S. E. Furin, Regional Engineer R. M. [illegible]
07-00 San Francisco, California

Oregon Project U-131 (19) - Redwoods Interchange

We are returning herewith one preliminary plan and the State's letter forwarded with your memorandum of August 31, covering proposed interchange lighting and traffic signal systems on the above subject project.

A review of the plan, letter and traffic count shows the need for illumination in the delineation of the numerous raised bars and avenues of channelization. The location and spacing of the 20,000 lumen mercury vapor luminaires will provide adequate uniform illumination at an estimated cost of $42,000 for the 55 luminaires, which is considered reasonable.

In our opinion, the traffic count and geometrics would warrant installation of a three phase fully actuated traffic controller and signals at the intersection of Oregon 238 and U. S. 199, and flashing light beacons at the intersection of the southbound U. S. 99 lane with U. S. 199, all as indicated on the plan.

A copy of this memorandum will be mailed to Regional Engineer B. H. French for his files.

In duplicate

Attachments!
One Plan sheet and State's letter of August 27

cc: Mr. B. H. French, Regional Engineer

RECEIVED
IDAHO
MONTANA
OREGON
WASHINGTON
1959
FOR FILING

U-131(19)
F 127(9)
5553

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

408 State Highway Bldg.
Salem, Oregon

When replying, refer to
08-35.2

August 31, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have approved the preliminary plans for the permanent signing of the Redwoods interchange in Grants Pass - Project U-131(19)- submitted with your letter of August 26, 1959. Our approval is not intended as authorization to begin construction, or is it to be considered as a commitment on our part to approve the work under force account or price agreement as proposed in your letter. As a general rule we are opposed to performing this type of work involving funds of this magnitude by other than open bidding. Justification of prices by other methods would be very difficult.

We also have the preliminary plans for illumination of this project. You also propose to make this installation by force account for price agreement. Our objections noted above also apply to this work. Since the signing and illumination will probably amount to some $80,000, it is suggested that you give consideration to taking bids and awarding a contract for the combined work.

Please let us have your comments.

Very truly yours,

CGPolk
C. G. Polk
Division Engineer

Paxson
Crandall
Edw.
Porter

NOTED
J. S. PAXSON

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

Jobs of this magnitude
are to be contracted
Cooper

RECEIVED
AUG 27 1959
FOR FILING

U-131(19)
F 127(9)
5553

File No.__________
Rd. No._______ M.P._______
City of__________
Streets__________
Rural_______ Urban_______

August 26, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Room 408 State Highway Bldg.
Salem, Oregon

Dear Mr. Polk:

We are transmitting with this letter preliminary signing plans showing the permanent sign installations on the Redwood Highway Junction Section of US199. We are submitting these plans at this time for your study and preliminary approval.

It is anticipated that this work will be done on an extra work order under the existing contract.

Very truly yours,

W. C. Williams
State Highway Engineer

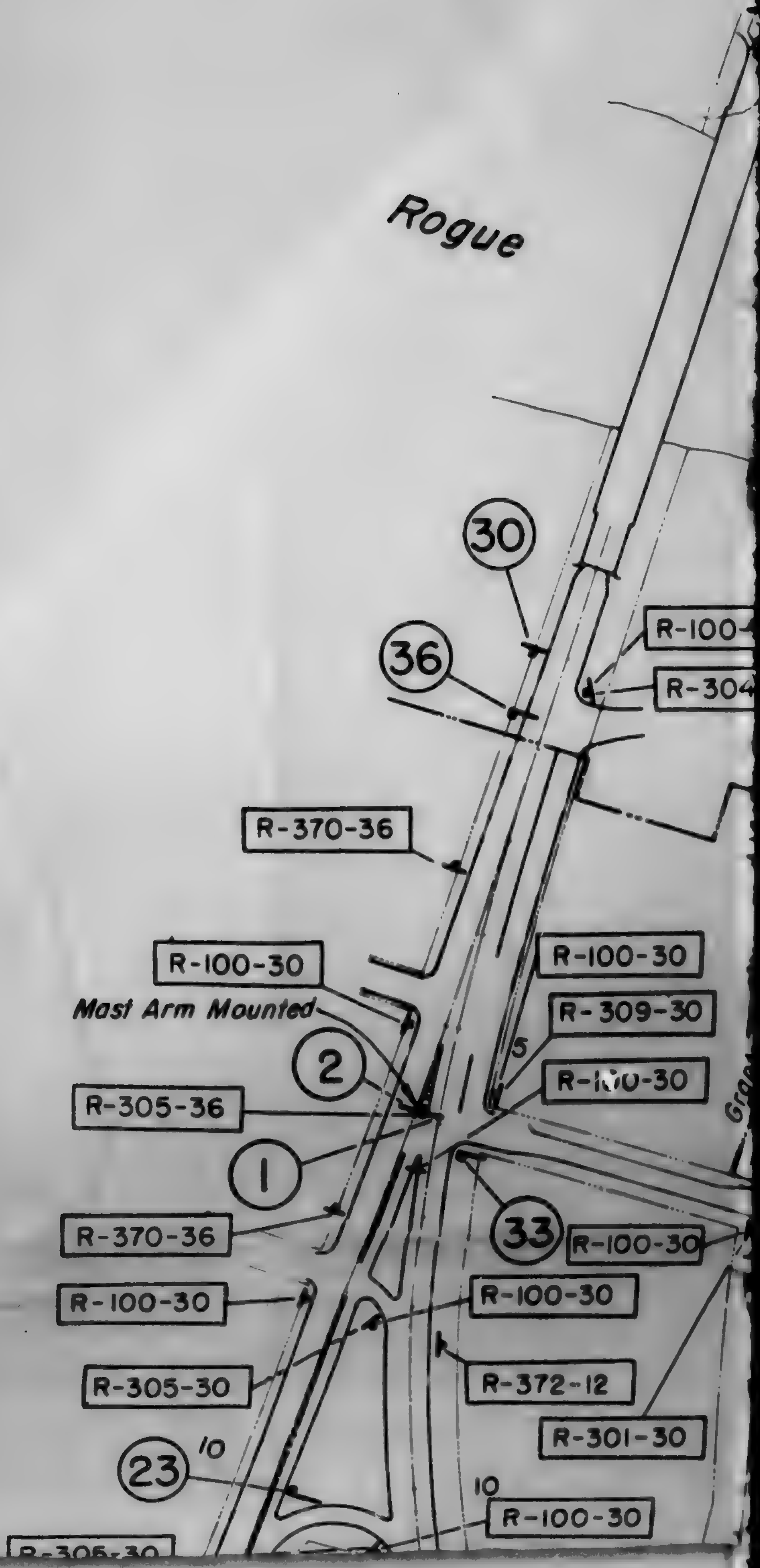
By

G. S. Paxson
Assistant State Highway Engineer

LEG:jj
Attachment
bc: F. B. Crandall

NOTED
ASST. TRAFFIC ENGR.

NOTED
L. E. GEORGE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30
36
R-100-
R-304
R-370-36
R-100-30
Mast Arm Mounted
2
R-305-36
1
R-370-36
R-100-30
R-305-30
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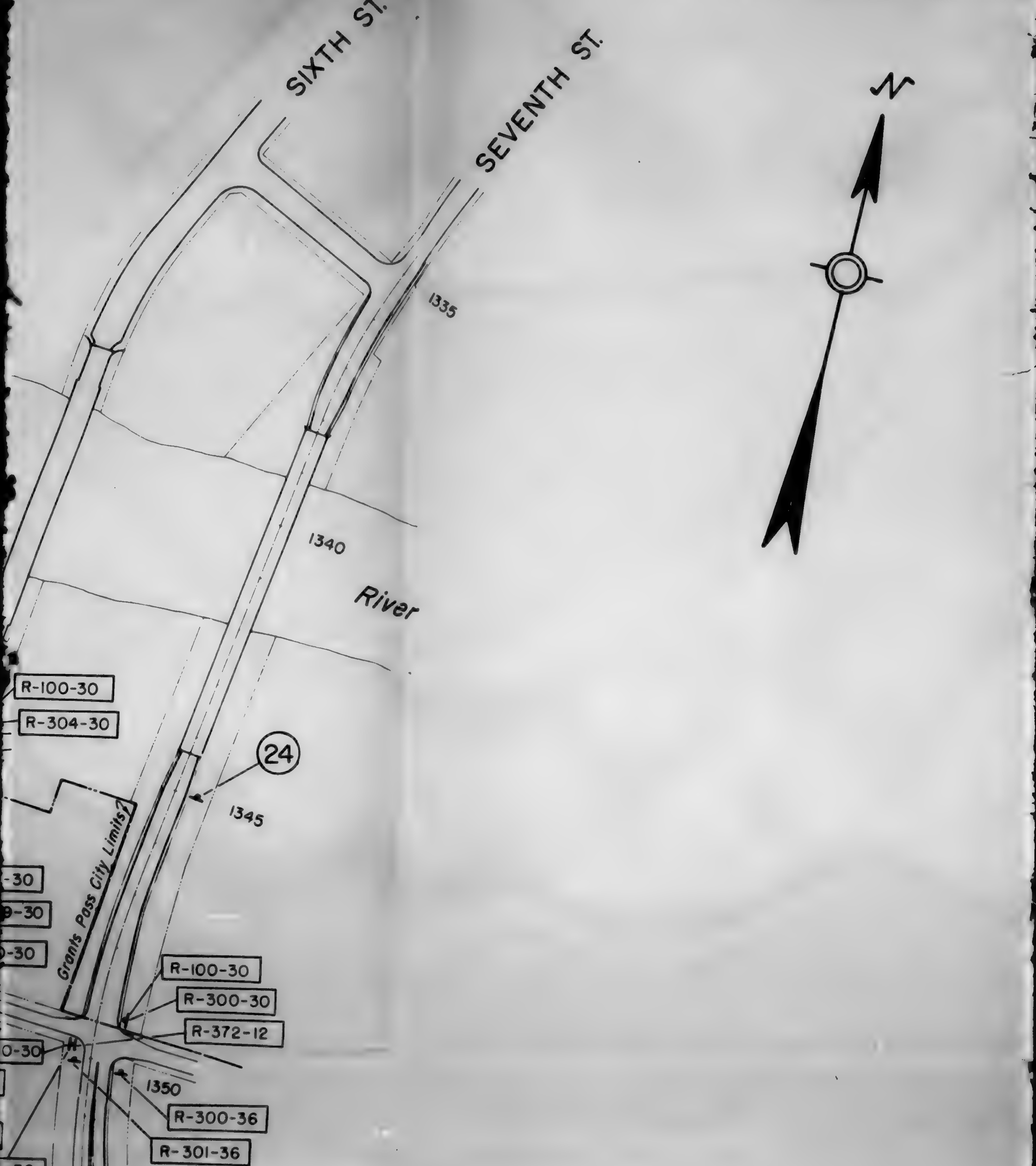
R-305-30
R-100-30
R-309-30
5
R-100-30
Gra
33
R-100-30
R-100-30
R-372-12
R-301-30
10
R-100-30

REDWOOD HIGHWAY JUNCTION INTERCHANGE


SIXTH ST.
SEVENTH ST.
N
1335
1340
River
R-100-30
R-304-30
24
1345
Grants Pass City Limits
-30
9-30
-30
R-100-30
R-300-30
R-372-12
0-30
1350
R-300-36
R-301-36
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0

ANGE

For Sign Details see Sheet No. A

SCALE
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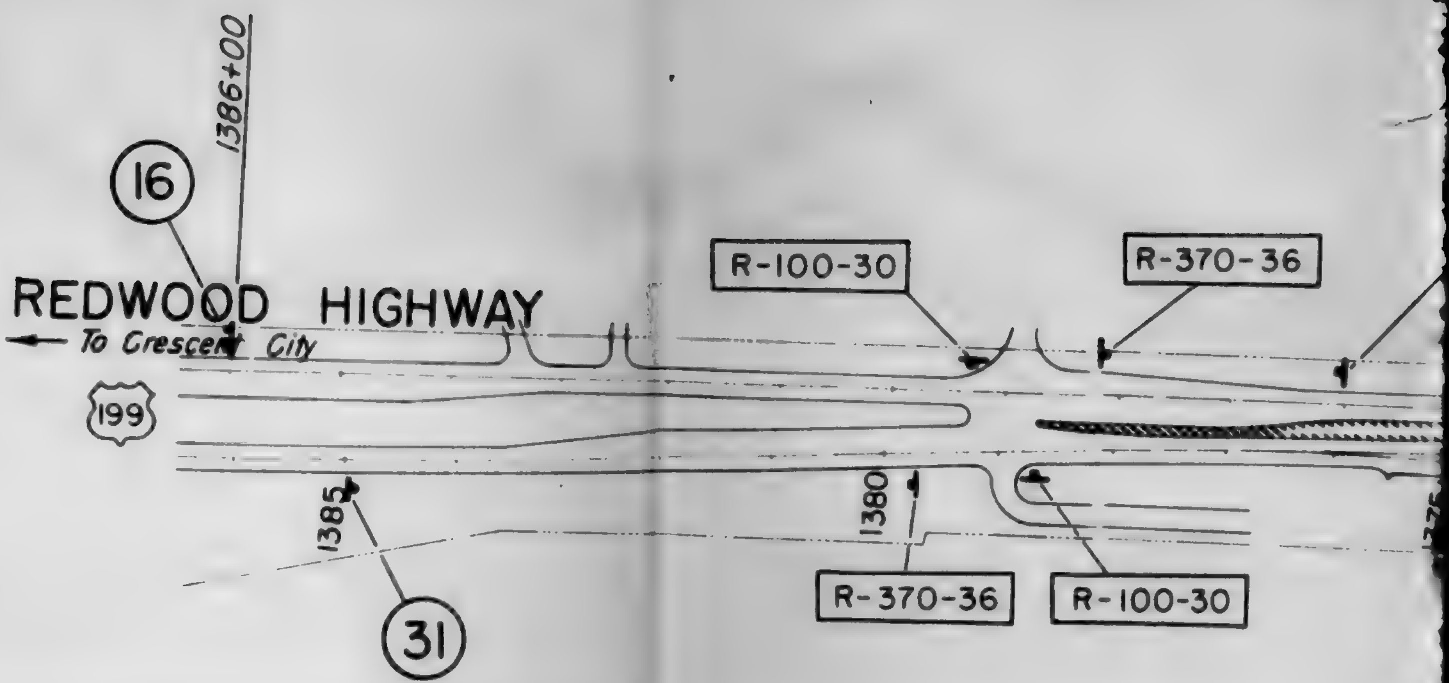
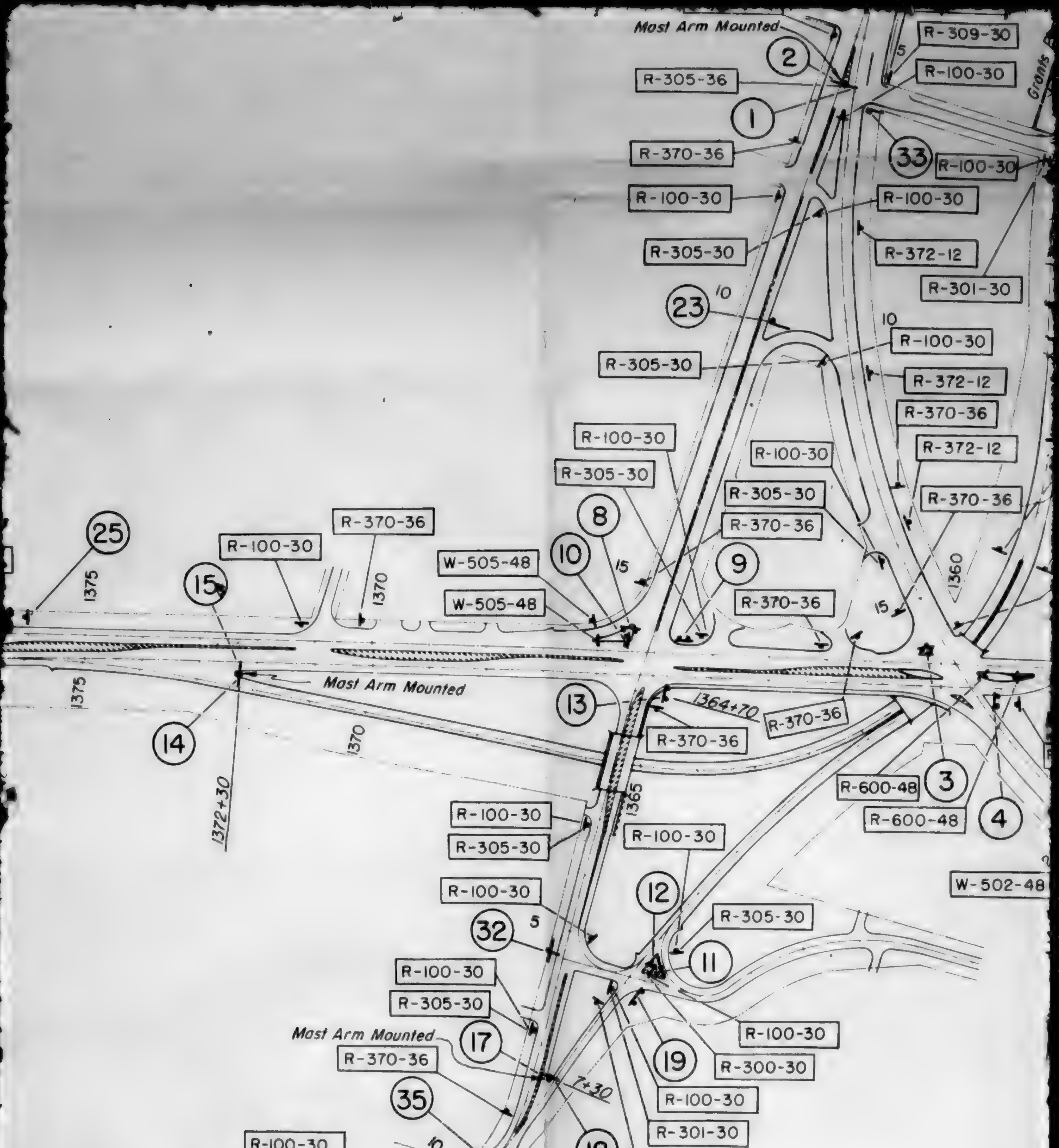
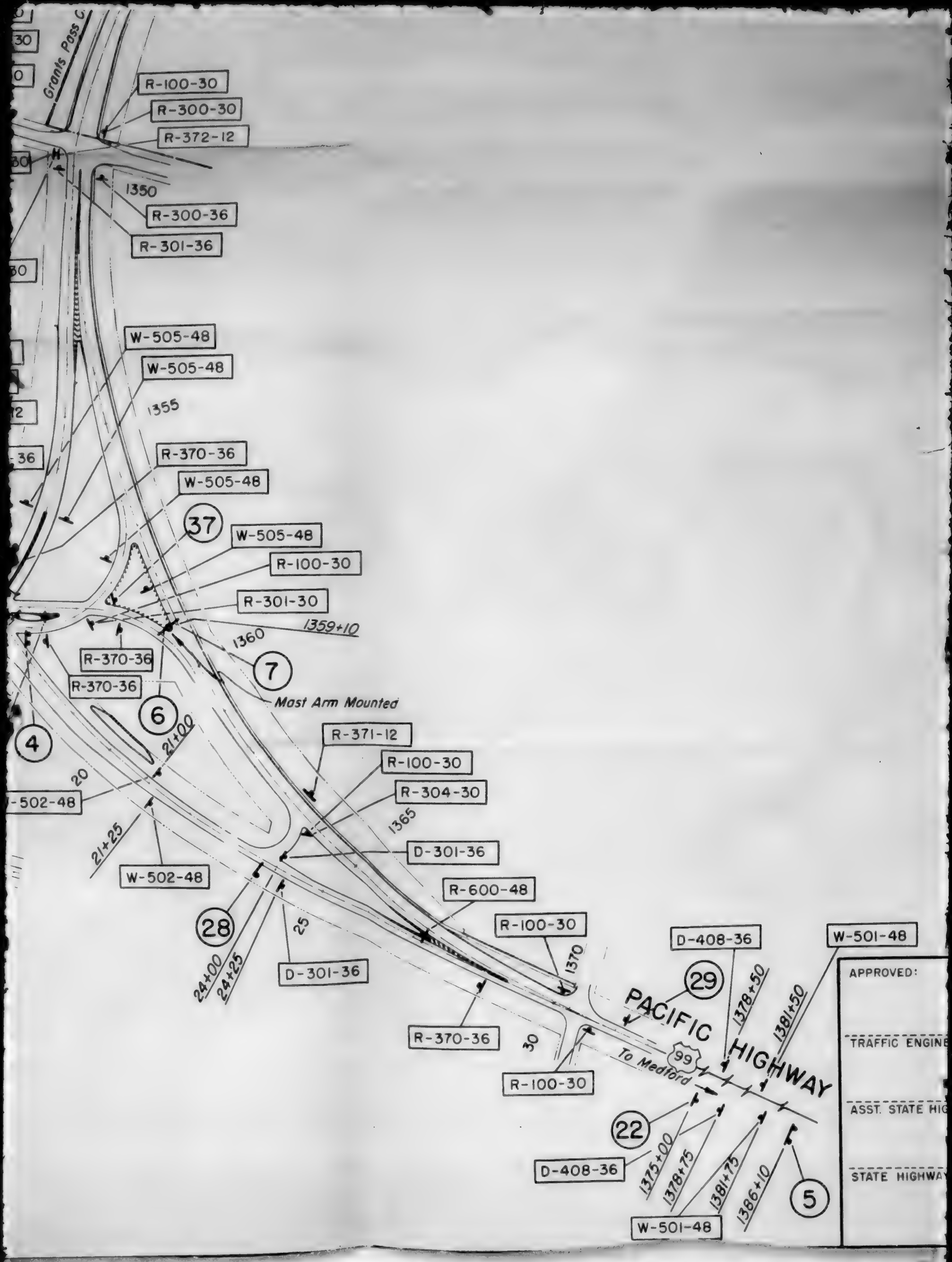
800
FEET


1386+00
16
REDWOOD HIGHWAY
← To Crescent City
199
R-100-30
R-370-36
1385
1380
31
R-370-36
R-100-30


Mast Arm Mounted
2
R-309-30
5
R-305-36
R-100-30
Grants
1
33
R-370-36
R-100-30
R-100-30
R-100-30
R-305-30
R-372-12
R-301-30
23
10
10
R-100-30
R-305-30
R-372-12
R-370-36
R-100-30
R-372-12
R-100-30
R-305-30
R-305-30
R-370-36
8
R-370-36
R-370-36
25
R-100-30
R-370-36
10
15
9
W-505-48
1375
15
1370
W-505-48
R-370-36
1360
15
Mast Arm Mounted
1375
13
1364+70
R-370-36
R-370-36
14
1370
1372+30
3
R-600-48
R-600-48
4
1365
R-100-30
R-305-30
R-100-30
W-502-48
12
R-100-30
R-305-30
32
5
11
R-100-30
R-305-30
Mast Arm Mounted
17
R-370-36
R-100-30
19
R-300-30
35
7+30
R-100-30
18
R-301-30
10
R-370-36
R-100-30
27+50
15+00
26
34
WILLIAMS HIGHWAY
To Williams
238
R-100-30
21
20
27


Grants Pass C
R-100-30
R-300-30
R-372-12
1350
R-300-36
R-301-36
W-505-48
W-505-48
1355
R-370-36
W-505-48
37
W-505-48
R-100-30
R-301-30
1359+10
1360
7
Mast Arm Mounted
R-370-36
R-370-36
6
4
21+00
20
-502-48
21+25
W-502-48
R-371-12
R-100-30
R-304-30
1365
D-301-36
R-600-48
28
24+00
24+25
25
D-301-36
R-100-30
1370
R-370-36
30
R-100-30
29
PACIFIC
99
HIGHWAY
To Medford
D-408-36
1378+50
W-501-48
1381+50
22
D-408-36
1375+00
1378+75
1381+75
1386+10
5
W-501-48
APPROVED:
TRAFFIC ENGINE
ASST. STATE HIG
STATE HIGHWAY

W-501-48

81+50

WAY

⑤

APPROVED:

TRAFFIC ENGINEER

ASST. STATE HIGHWAY ENGINEER

STATE HIGHWAY ENGINEER

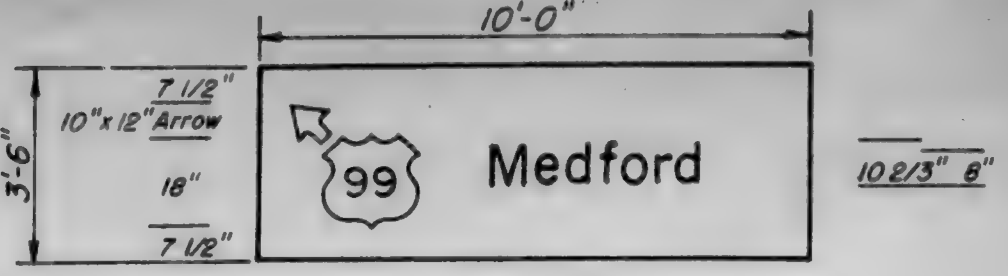
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION

DATE

ACCOMPANIED BY DWGS.

SHEET ______ OF ________

T.E.D. DWG. NO.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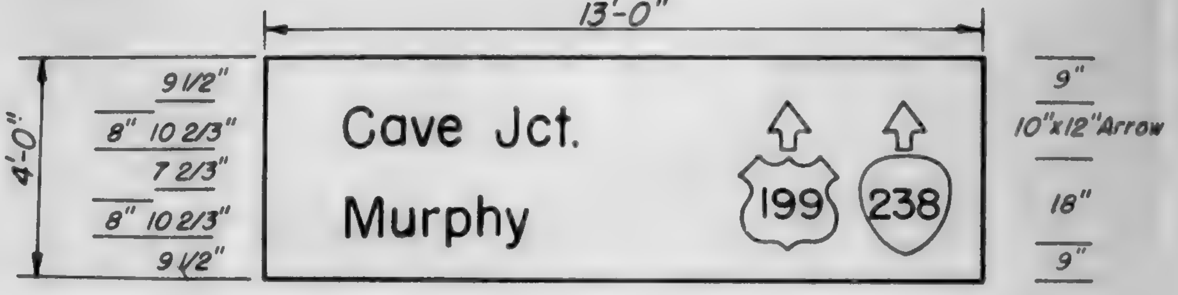
10"x12" Arrow
18"
7 1/2"
99
Medford
10 2/3" 8"

Sign ①
Type "A"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4'-0"
9 1/2"
8" 10 2/3"
7 2/3"
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Cave Jct.
Murphy
199
238
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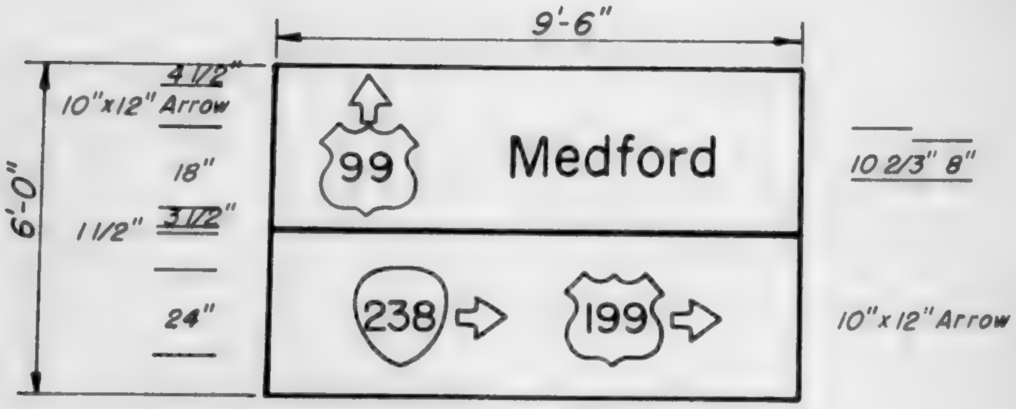
Sign ②
Type "A"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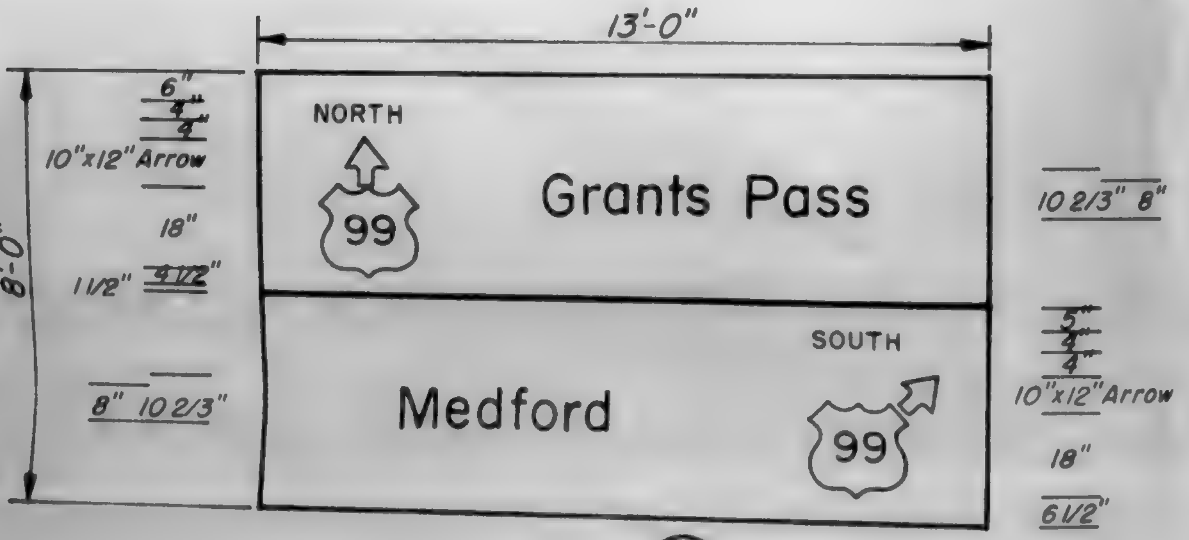
10"x12" Arrow

Sign ③
Type "A"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8'-0"
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10"x12" Arrow
18"
11/2" 4 1/2"
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NORTH
99
Grants Pass
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Medford
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10"x12" Arrow
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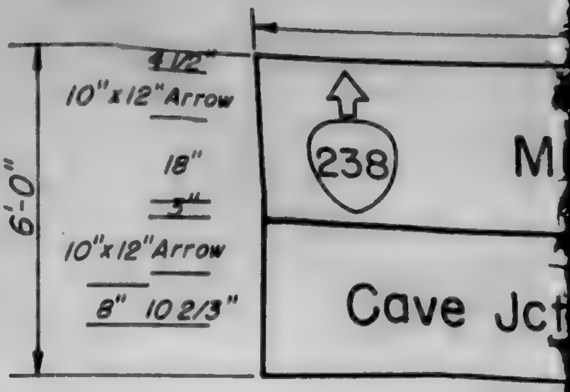
Sign ④
Type "A"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Sign
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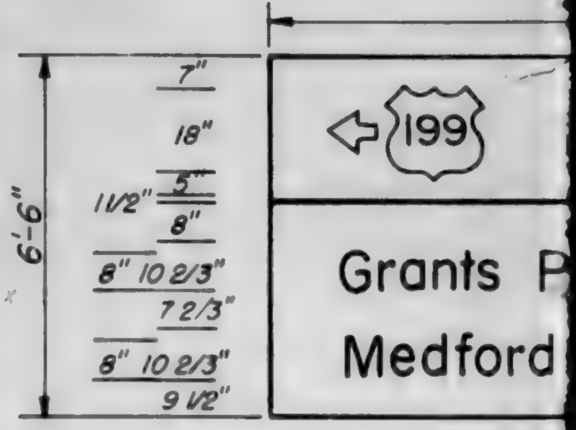
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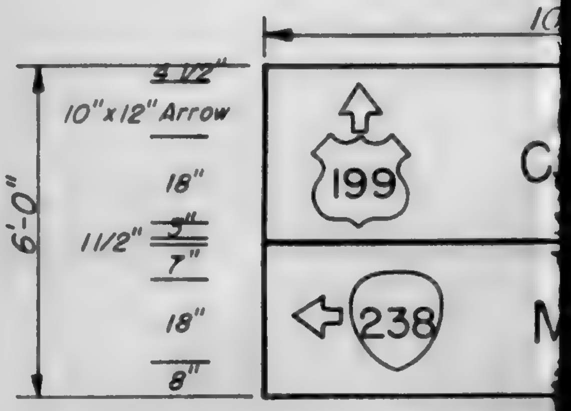
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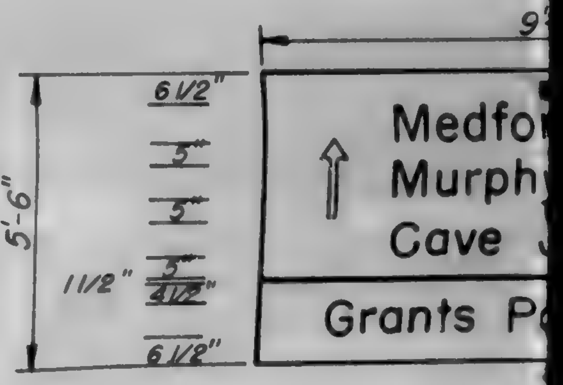
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5"
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Medfor
Murphy
Cave
Grants P

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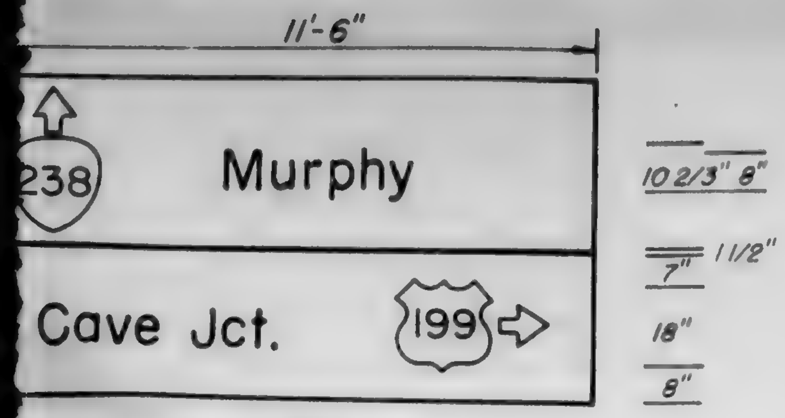
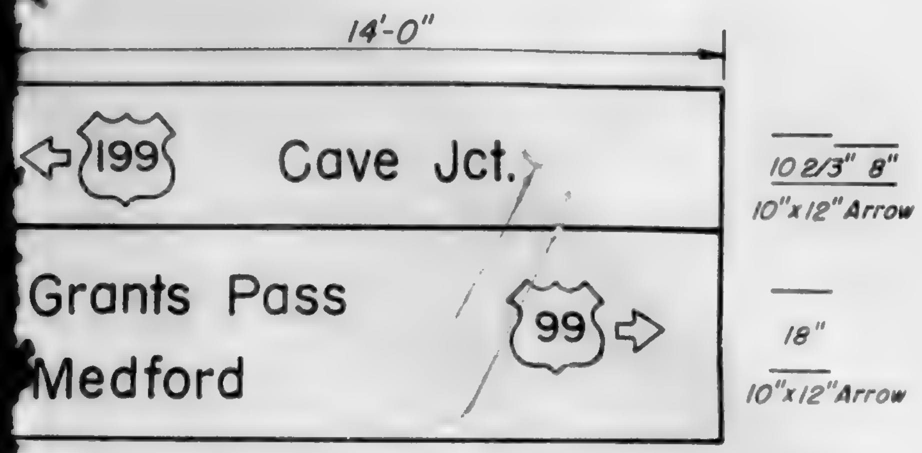

11'-6"
238
Murphy
Cave Jct.
199
10 2/3" 8"
1 1/2"
7"
18"
8"

Sign ⑧
Type "A"


14'-0"
199
Cave Jct.
Grants Pass
Medford
99
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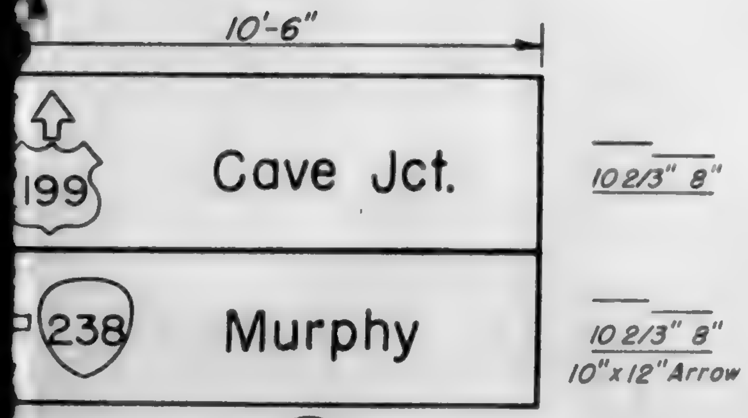
10"x12" Arrow
18"
10"x12" Arrow

Sign ⑨
Type "A"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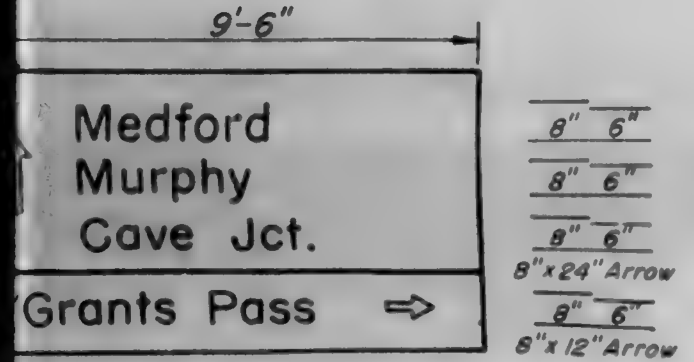
199
Cave Jct.
238
Murphy
10 2/3" 8"
10 2/3" 8"
10"x12" Arrow

Sign ⑩
Type "A"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Medford
Murphy
Cave Jct.
Grants Pass
8" 6"
8" 6"
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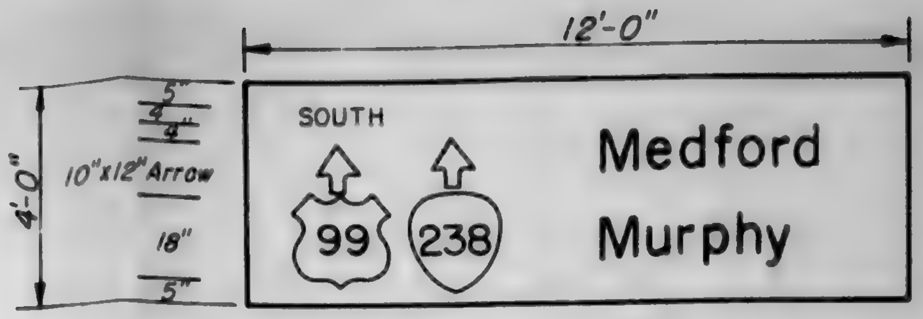
8" 6"
8"x12" Arrow

Sign ⑪
Type "A"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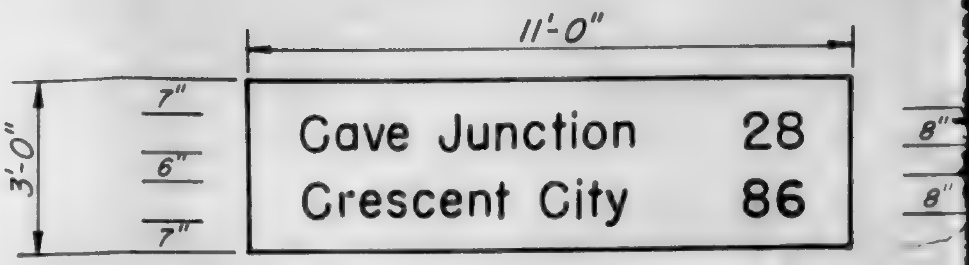
4'-0"
5"
4"
4"
10"x12" Arrow
18"
5"
SOUTH
99
238
Medford
Murphy

Sign ⑮
Type "A"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3'-0"
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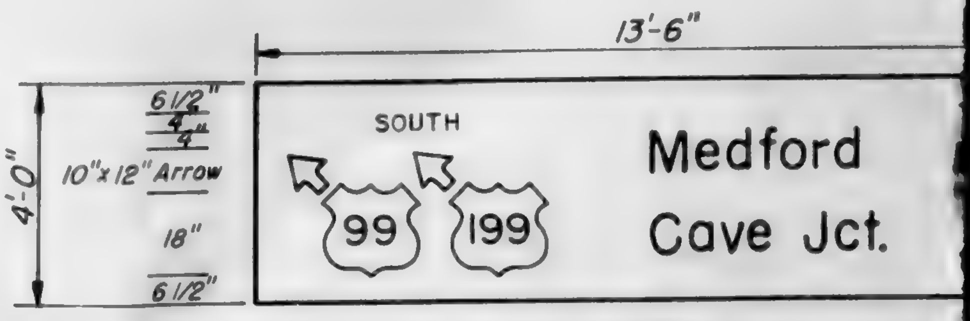
6"
7"
Cave Junction 28
Crescent City 86
8"
8"

Sign ⑯
Type "A"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4'-0"
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4"
4"
10"x12" Arrow
18"
6 1/2"
SOUTH
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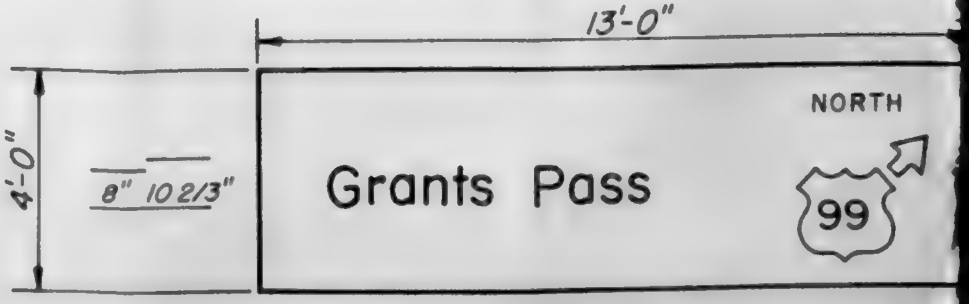
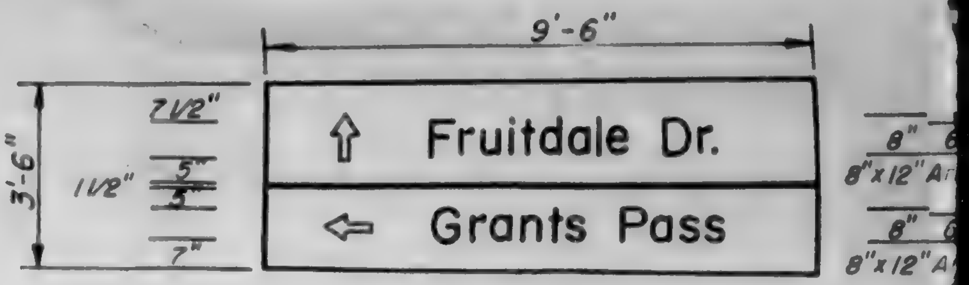
199
Medford
Cave Jct.

Sign ⑰
Type "A"


13'-0"
4'-0"
8" 10 2/3"
NORTH
Grants Pass
99

Sign ⑱
Type "A"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3'-6"
7 1/2"
1 1/2"
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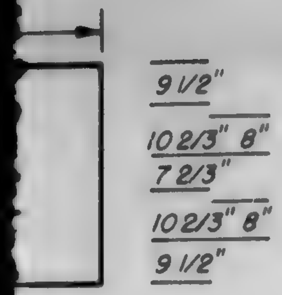
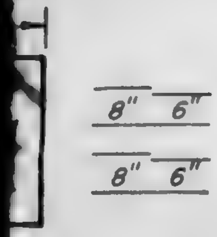
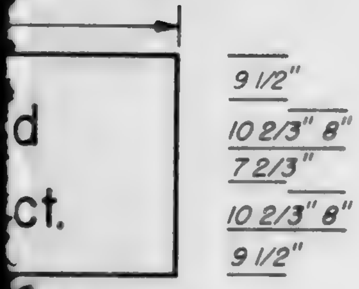
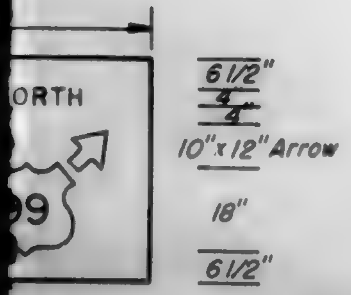
5"
7"
Fruitdale Dr.
Grants Pass
8"
8"x12"
8"
8"x12"

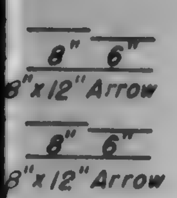
Sign ⑲

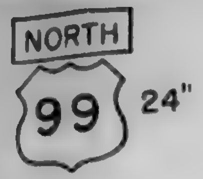

9 1/2"
10 2/3" 8"
7 2/3"
10 2/3" 8"
9 1/2"



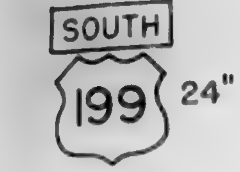

d
ct.
9 1/2"
10 2/3" 8"
7 2/3"
10 2/3" 8"
9 1/2"


ORTH
99
6 1/2"
4"
4"
10"x12" Arrow
18"
6 1/2"

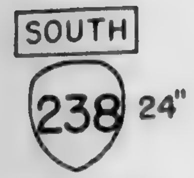

8" 6"
8"x12" Arrow
8" 6"
8"x12" Arrow



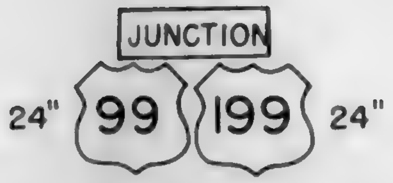
Sign ㉔


SOUTH
199
24"

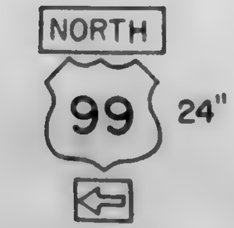
Sign ㉕


SOUTH
238
24"

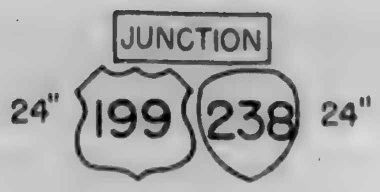
Sign ㉖


JUNCTION
24"
99
199
24"

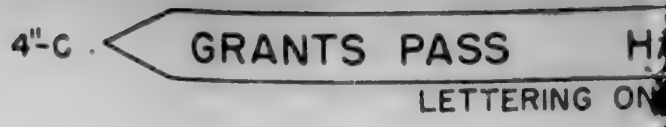
Sign ㉗



Sign ㉘

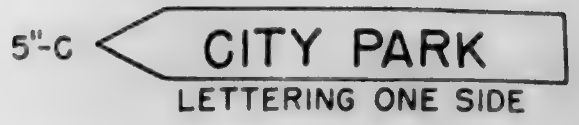

JUNCTION
24"
199
238
24"

Signs ㉙ ㉚


4"-C
GRANTS PASS
H
LETTERING ON

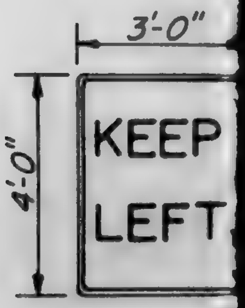
Sign ㉞

Type "J"


5"-C
CITY PARK
LETTERING ONE SIDE

Sign ㊱

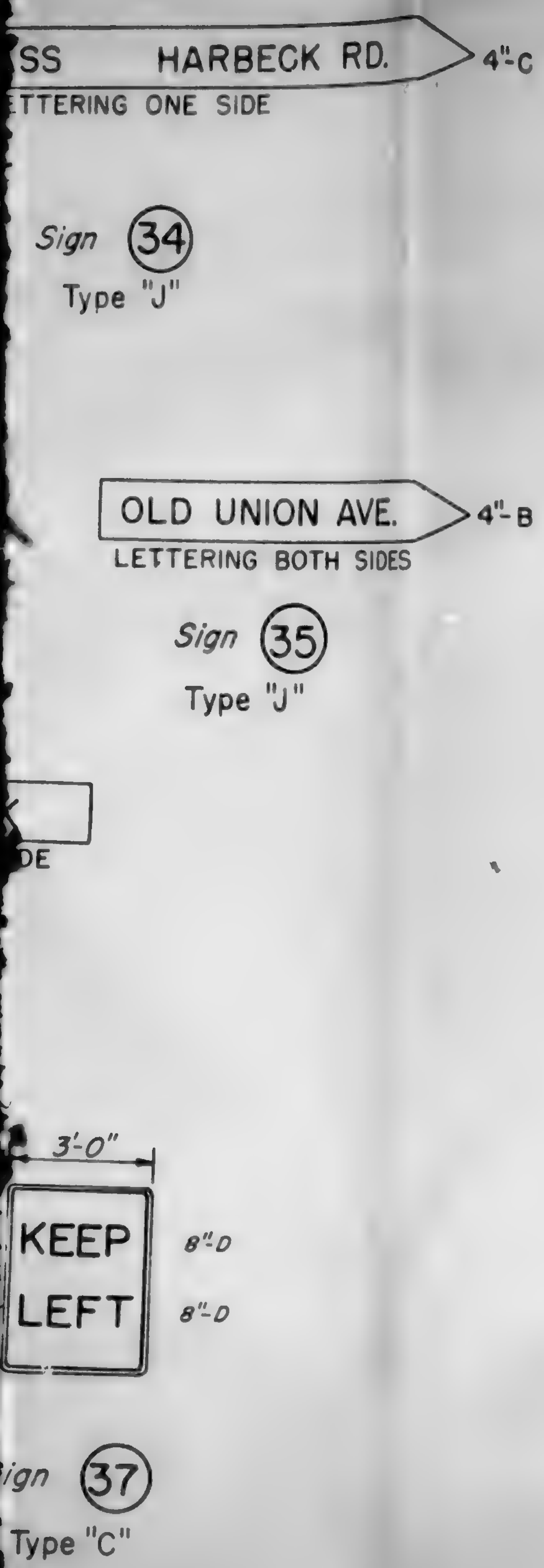
Type "J"


3'-0"
4'-0"
KEEP
LEFT

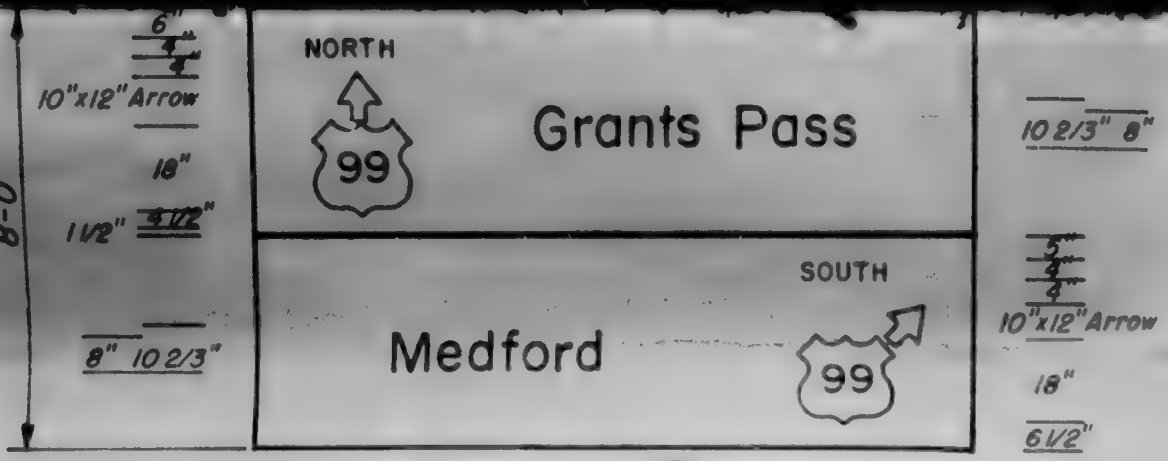
Sign ㊲

Type "C"

REDWOOD HIGHWAY JUNCTION
INTERCHANGE
SIGNING DETAILS

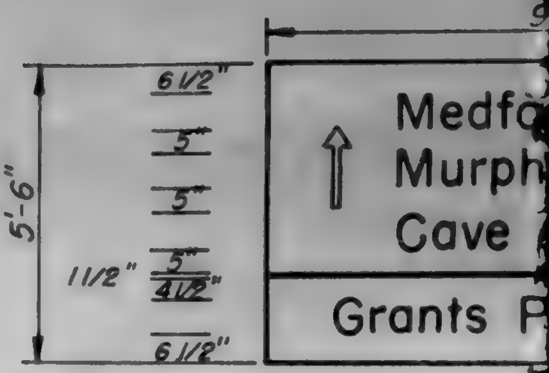

SS HARBECK RD.
4"-C
TTERING ONE SIDE
Sign 34
Type "J"
OLD UNION AVE.
4"-B
LETTERING BOTH SIDES
Sign 35
Type "J"
DE
3'-0"
KEEP
8"-D
LEFT
8"-D
ign 37
Type "C"

Ty


8'-0"
6"
4"
4"
10"x12" Arrow
18"
11/2"
41/2"
8" 10 2/3"
NORTH
99
Grants Pass
SOUTH
Medford
99
10 2/3" 8"
5"
4"
4"
10"x12" Arrow
18"
6 1/2"

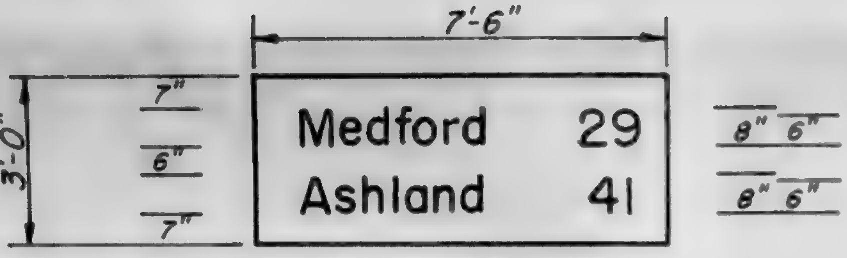
Sign ④

Type "A"


5'-6"
6 1/2"
5"
5"
11/2"
5"
41/2"
6 1/2"
Medfo
Murph
Cave
Grants P

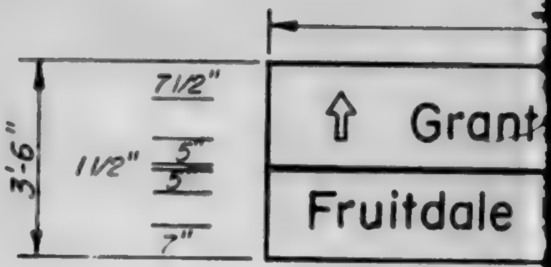
Sign

Type


7'-6"
3'-0"
7"
6"
7"
Medford 29
Ashland 41
8" 6"
8" 6"

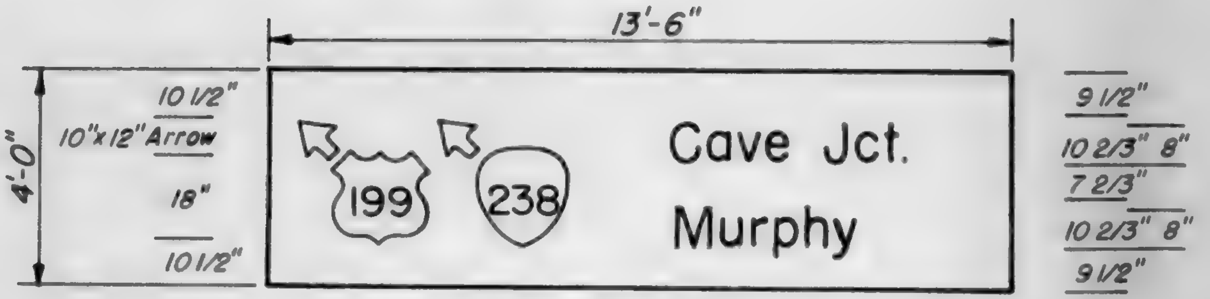
Sign ⑤

Type "A"


3'-6"
7 1/2"
11/2"
5"
5"
7"
Grant
Fruitdale

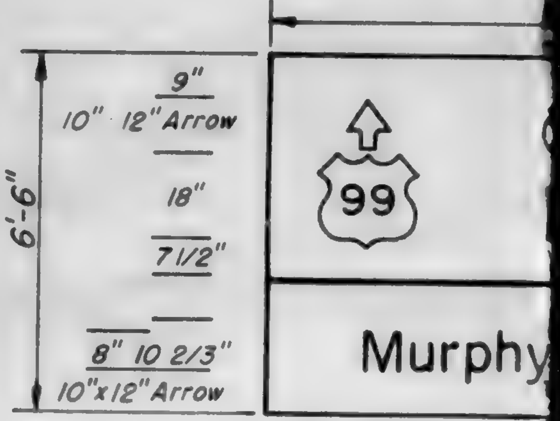
Sign

Typ


13'-6"
4'-0"
10 1/2"
10"x12" Arrow
18"
10 1/2"
199
238
Cave Jct.
Murphy
9 1/2"
10 2/3" 8"
7 2/3"
10 2/3" 8"
9 1/2"

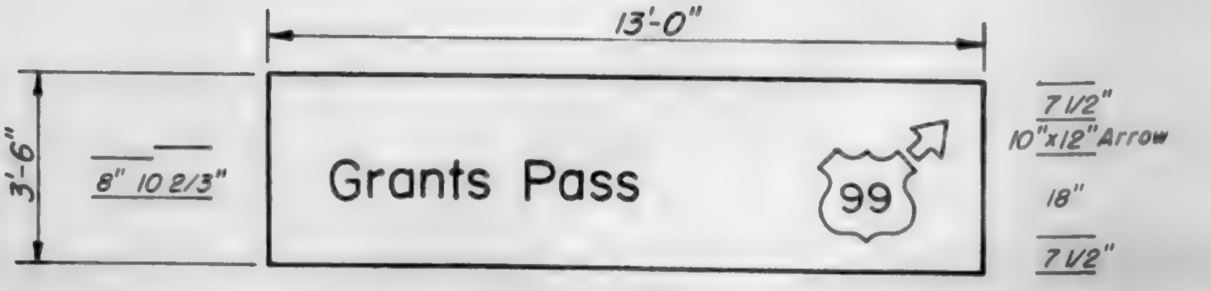
Sign ⑥

Type "A"


6'-6"
9"
10" 12" Arrow
18"
7 1/2"
8" 10 2/3"
10"x12" Arrow
99
Murphy

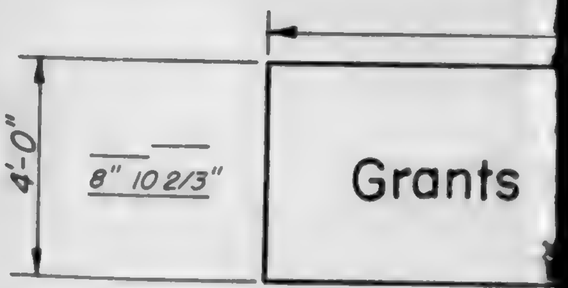
Si

Ty


13'-0"
3'-6"
8" 10 2/3"
Grants Pass
99
7 1/2"
10"x12" Arrow
18"
7 1/2"

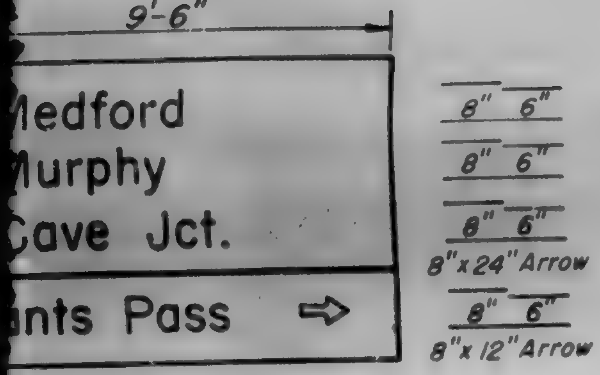
Sign ⑦

Type "A"

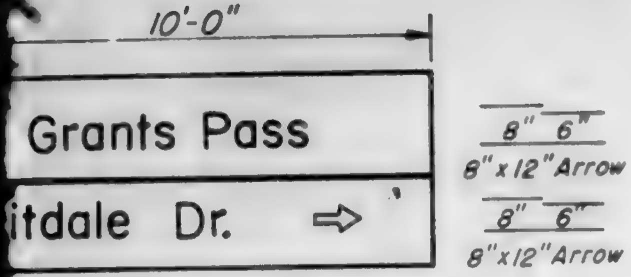

4'-0"
8" 10 2/3"
Grants

S

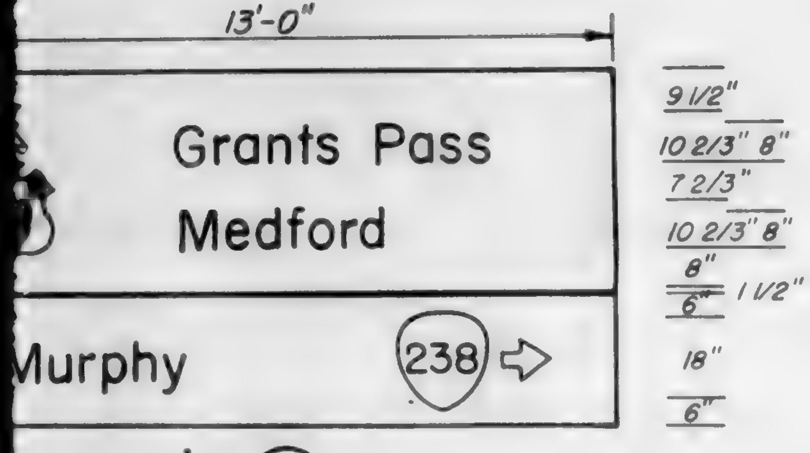
Type "A"


9'-6"
Medford
Murphy
Cave Jct.
Grants Pass
8" 6"
8" 6"
8" 6"
8"x24" Arrow
8" 6"
8"x12" Arrow

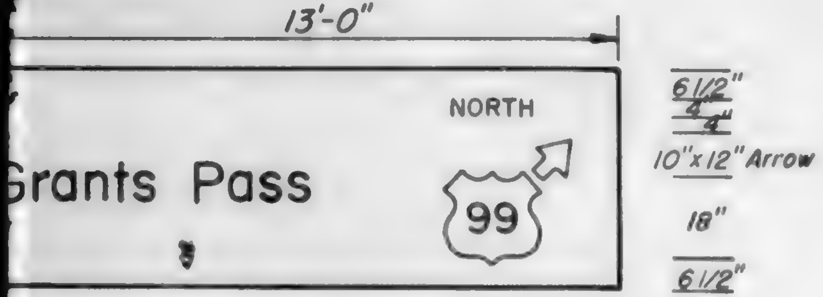
Sign ⑪
Type "A"


10'-0"
Grants Pass
itdale Dr.
8" 6"
8"x12" Arrow
8" 6"
8"x12" Arrow

Sign ⑫
Type "A"

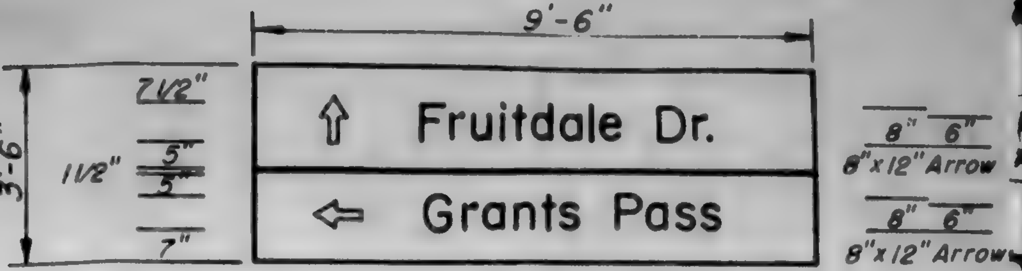

13'-0"
Grants Pass
Medford
Murphy
238
9 1/2"
10 2/3" 8"
7 2/3"
10 2/3" 8"
8"
6" 1 1/2"
18"
6"

Sign ⑬
Type "A"

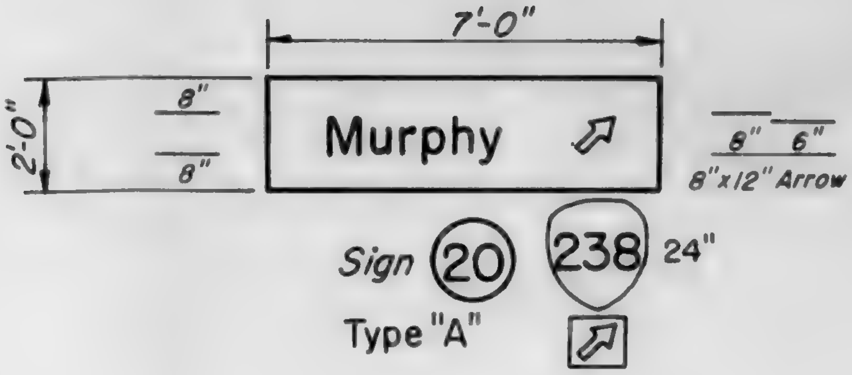

13'-0"
NORTH
Grants Pass
99
6 1/2"
4
4"
10"x12" Arrow
18"
6 1/2"

Sign ⑭
Type "A"

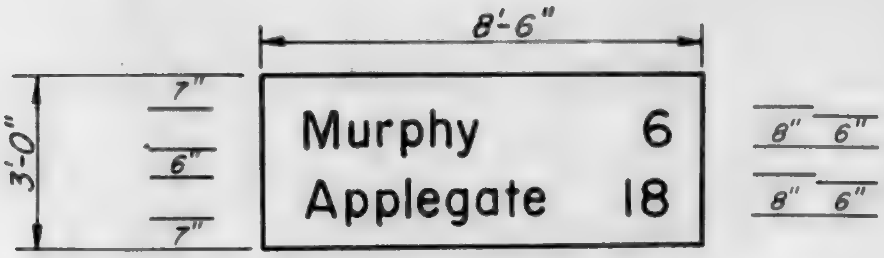
Sign ⑱
Type "A"


9'-6"
3'-6"
7 1/2"
1 1/2"
5"
5"
7"
Fruitdale Dr.
Grants Pass
8" 6"
8"x12" Arrow
8" 6"
8"x12" Arrow

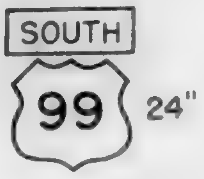
Sign ⑲
Type "A"


7'-0"
2'-0"
8"
8"
Murphy
8" 6"
8"x12" Arrow
238
24"

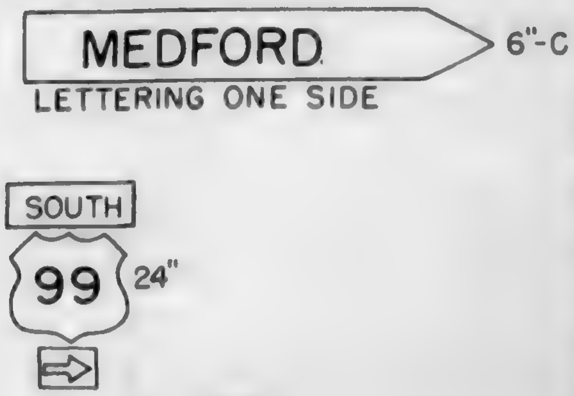
Sign ⑳
Type "A"


8'-6"
3'-0"
7"
6"
7"
Murphy 6
Applegate 18
8" 6"
8" 6"

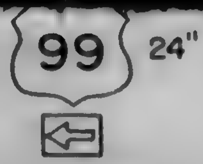
Sign ㉑
Type "A"



Sign ㉒


MEDFORD
6"-C
LETTERING ONE SIDE
SOUTH
99
24"

Sign ㉓
Type "I"

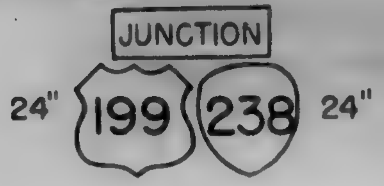


Type "C

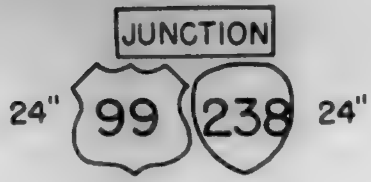
Sign (28)

8" 6"
8"x12" Arrow

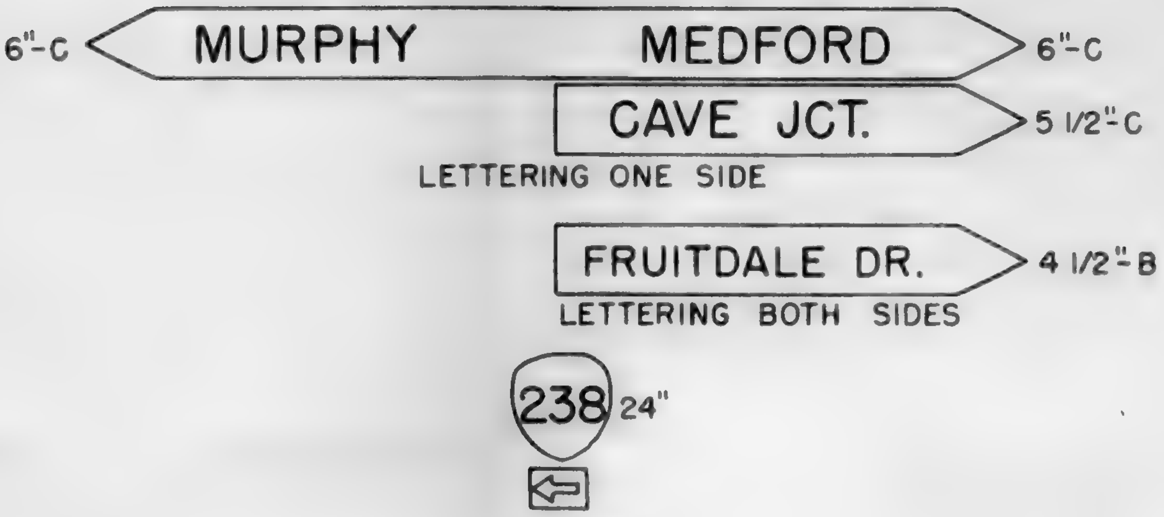
8" 6"
8"x12" Arrow


JUNCTION
24"
199
238
24"

Signs (29) (30)


JUNCTION
24"
99
238
24"

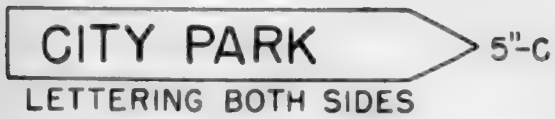
Sign (31)


6"-C
MURPHY
MEDFORD
6"-C
CAVE JCT.
5 1/2"-C
LETTERING ONE SIDE
FRUITDALE DR.
4 1/2"-B
LETTERING BOTH SIDES
238
24"

6"

Sign (32)

Type "J"


CITY PARK
5"-C
LETTERING BOTH SIDES

Sign (33)

Type "J"

APPROVED

TRAFFIC

Type "C"

APPROVED: TRAFFIC ENGINEER	OREGON STATE HIGHWAY DEPARTMENT TRAFFIC ENGINEERING DIVISION

DATE

SHEET OF

T.E.D. DWG. NO.

RECEIVED
AUG 25 1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21, 1959

SUBJECT: **Programing of Traffic Control Project**
Redwood Interchange
US99 and US199

To R. L. Porter
Office Engineer
Office

Attention: J. W. Nash

There are attached the necessary data for programing a traffic control installation at the junction of US99 and US199 (Redwood Highway Interchange). This installation will consist of signals, signing and illumination. Will you please care for the necessary programing of this project. It is anticipated that this work will be done on an extra work order under the existing contract. The following is some information which may be used for justifying this project upon submission of the programing data to the Bureau.

The traffic signal installation consists of a fully actuated, three phase traffic control signal at the intersection of ORE238 and US199. This is a channelized intersection with left turn refuges, and it is felt that due to the heavy through movements and heavy left turning movements, a three phase traffic signal will be required to safely handle traffic through the intersection and to reduce the conflicts between through movements and left turning movements. The other portion of the traffic signal installation consists of a flashing beacon at the intersection of the southbound US99 leg with US199. This flashing beacon will be required in order to provide a positive stop indication to traffic entering the intersection on US199. This is a channelized intersection, and the geometric design of the channelization is such that a positive control over US199 traffic cannot be maintained through the use of a "STOP" sign.

Another portion of the traffic control installation consists of normal signing which will be required at this interchange.

The third portion of the traffic control installation consists of illumination primarily on the US99 and US199 alignments. It is felt that this illumination will be necessary in order that raised objects in the roadway, such as islands, jiggle bars and curbs, might be illuminated. The illumination of these raised objects will provide safe nighttime operation for traffic using the interchange.

Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

RECEIVED
AUG 24 1959
OFFICE OF
STATE HIGHWAY ENGINEER

LBG:jj
Attachment
cc: G. S. Paxson
Tom Edwards

NOTED
G. S. PAXSON

Contract # 5551
continued.

Included are sheets 2 and 3, drawing # 14587 and # 14586 which were omitted by error from contract # 5551. In proper order these 2 drawings would follow drawing no 8617-A sheet 1.

U-222(5) Realigned Corvallis-Newport 1959
Hwy. O'Xings of SPRR & 4th
#5551 St.

S.P.R.R. O-XING PROFILE
CORVALLIS PHILOMATH SECTION
CORVALLIS NEWPORT HIGHWAY

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No. 2 TOTAL SHEETS
8	OREGON			See Index

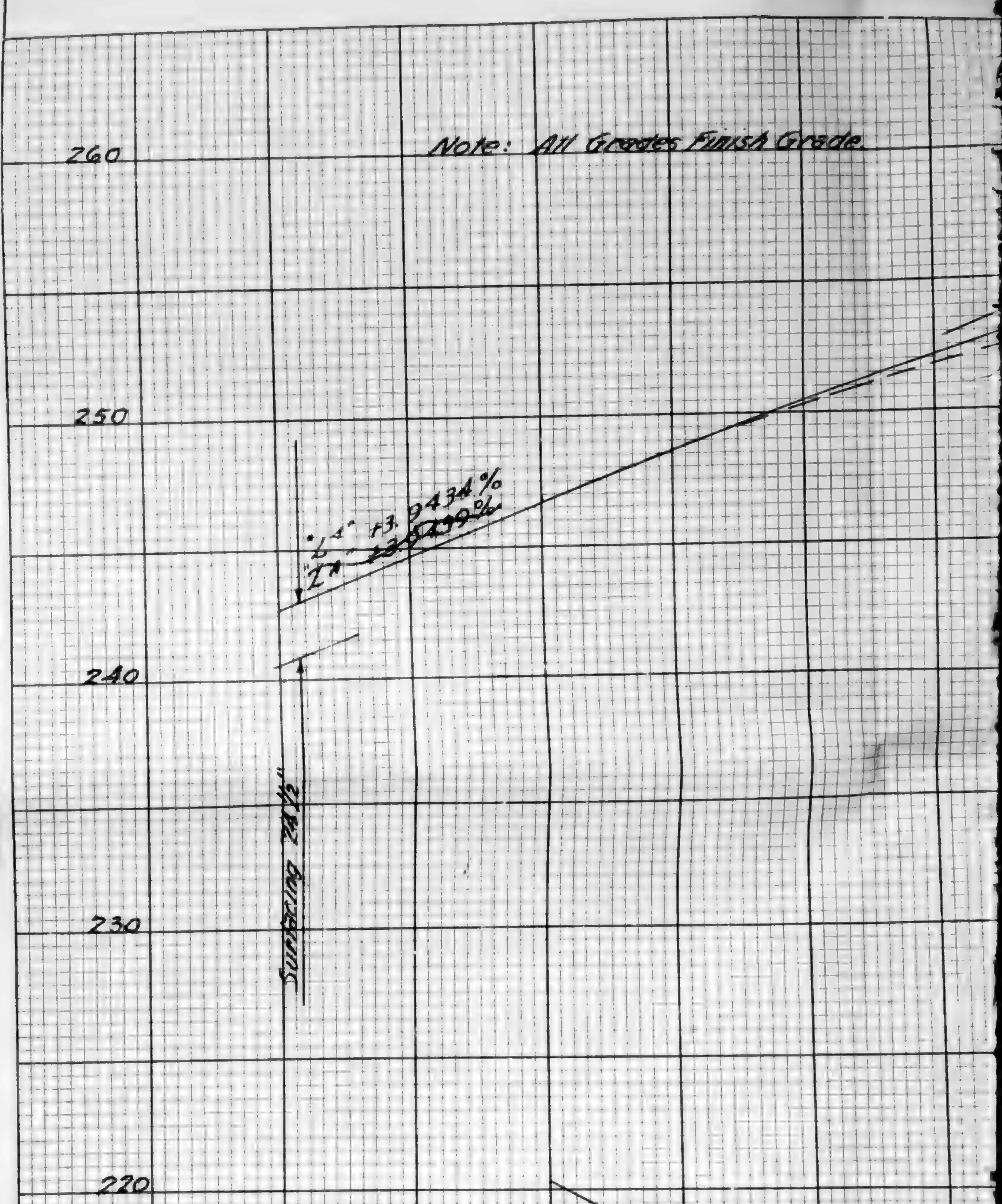
SEE SHEET 1 FOR PLAN.

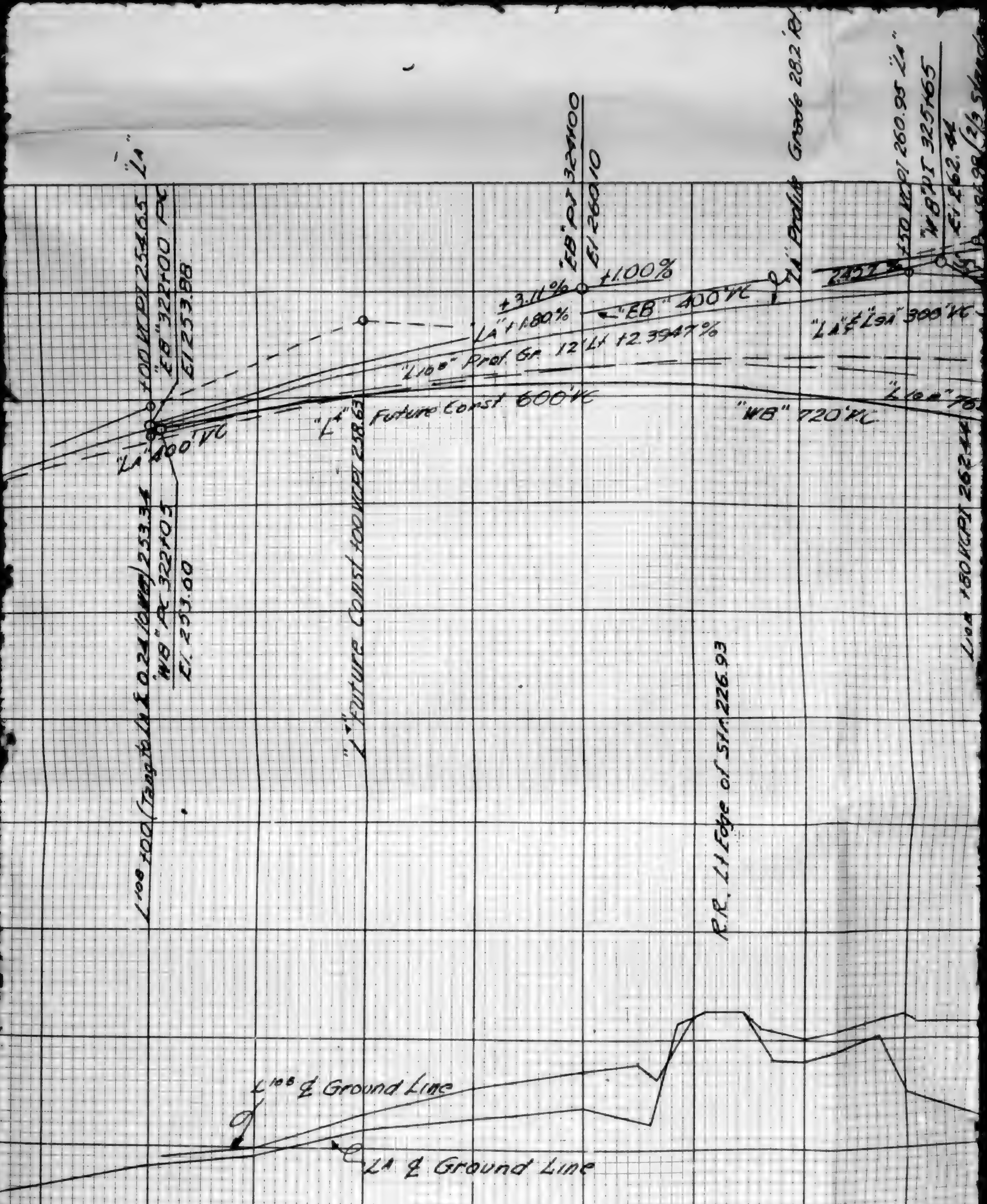
ORIGINAL SURVEY

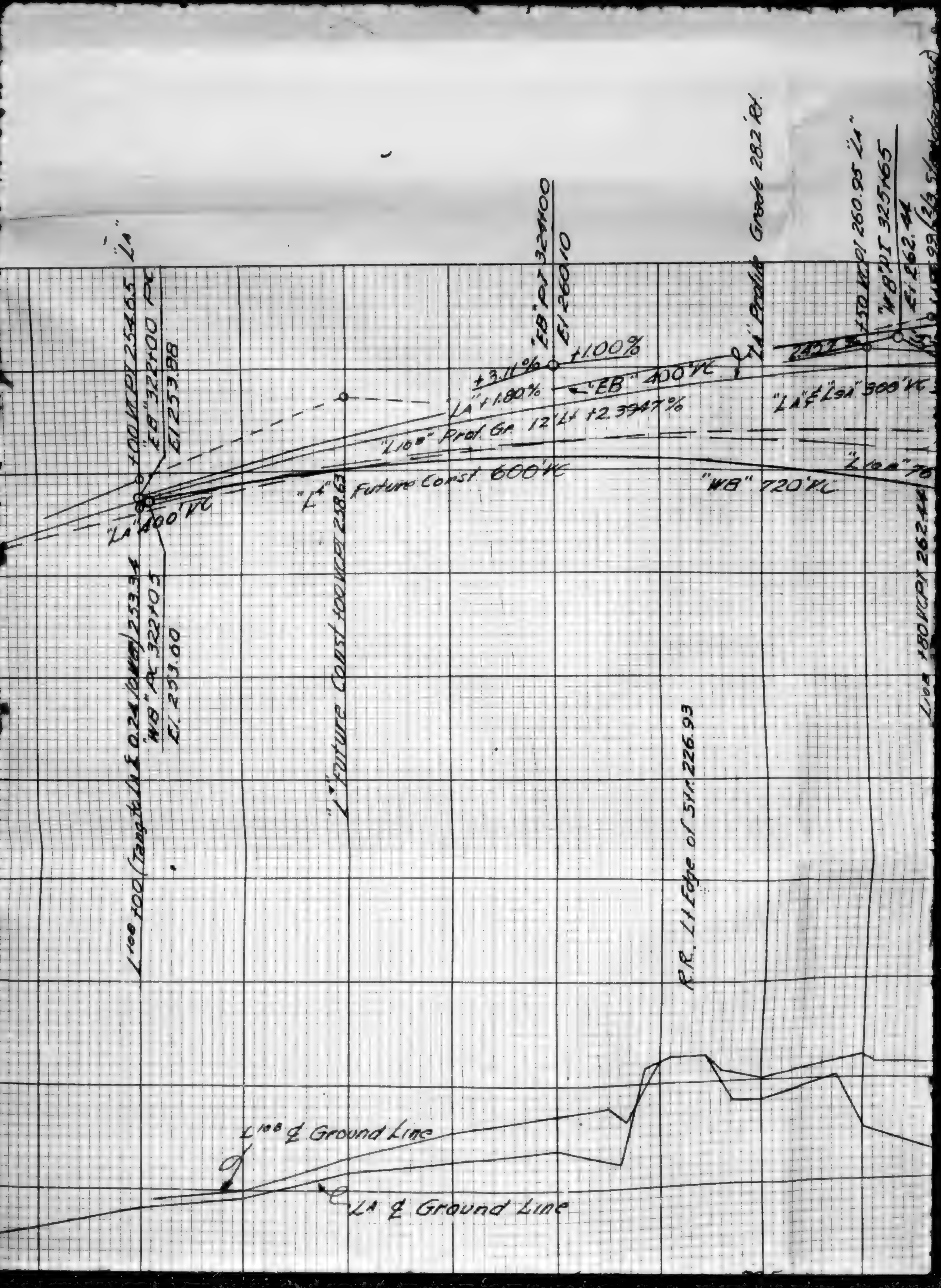
NOTE BOOK

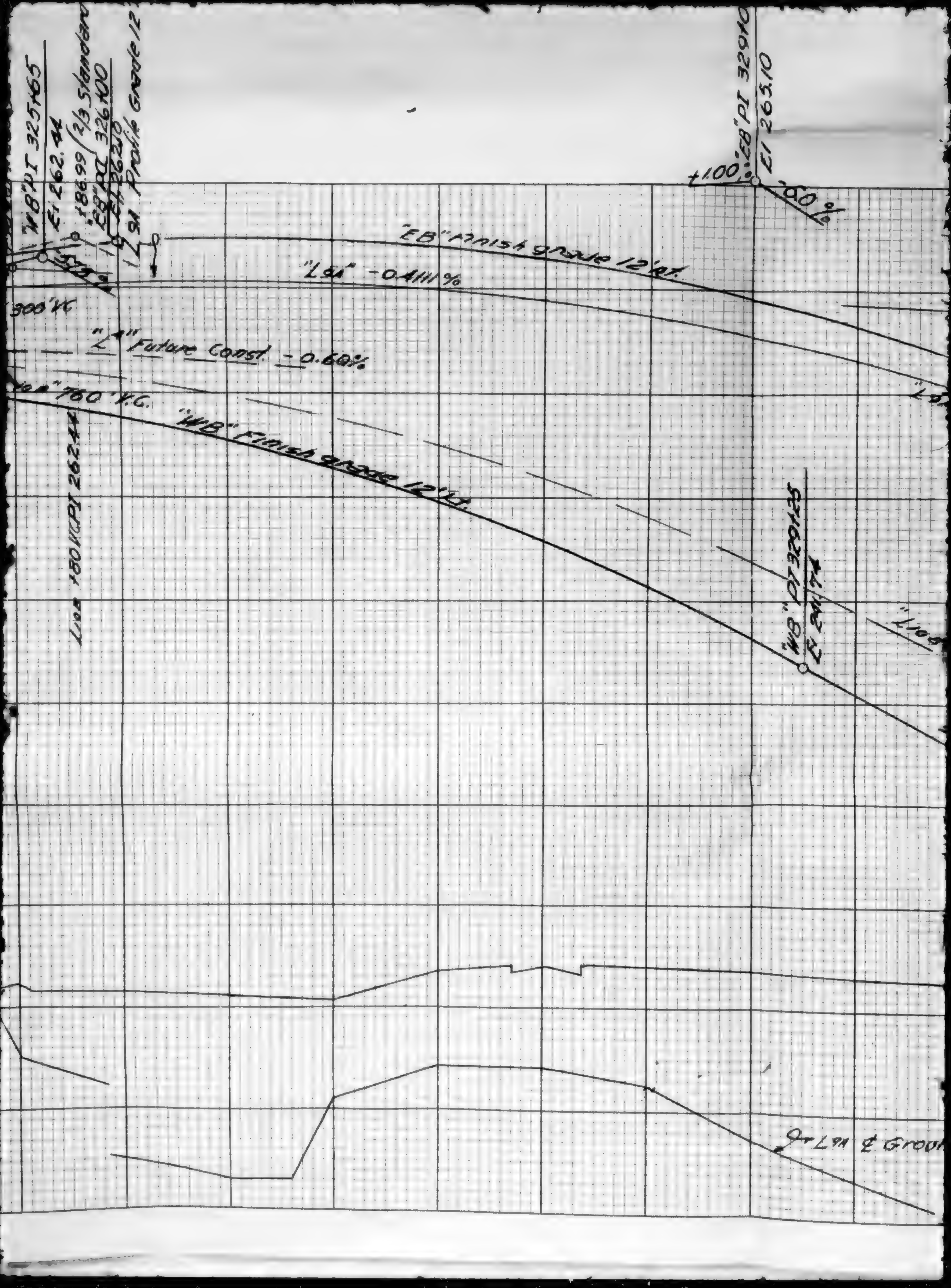
NO.

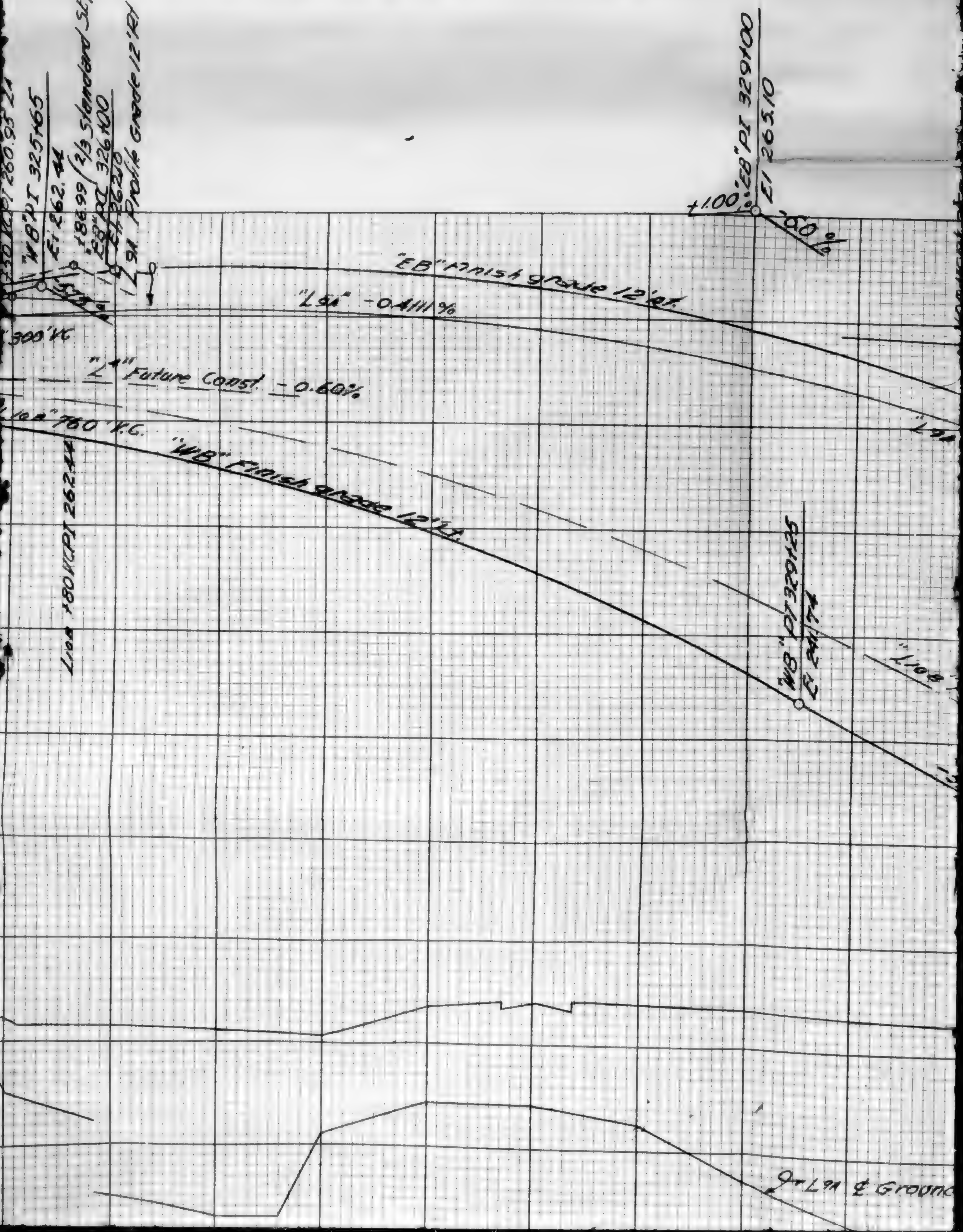
	BY	DATE
SURVEYED		
PLOTTED		
TEMPLATE		
AREAS		
AREAS CHECKED		

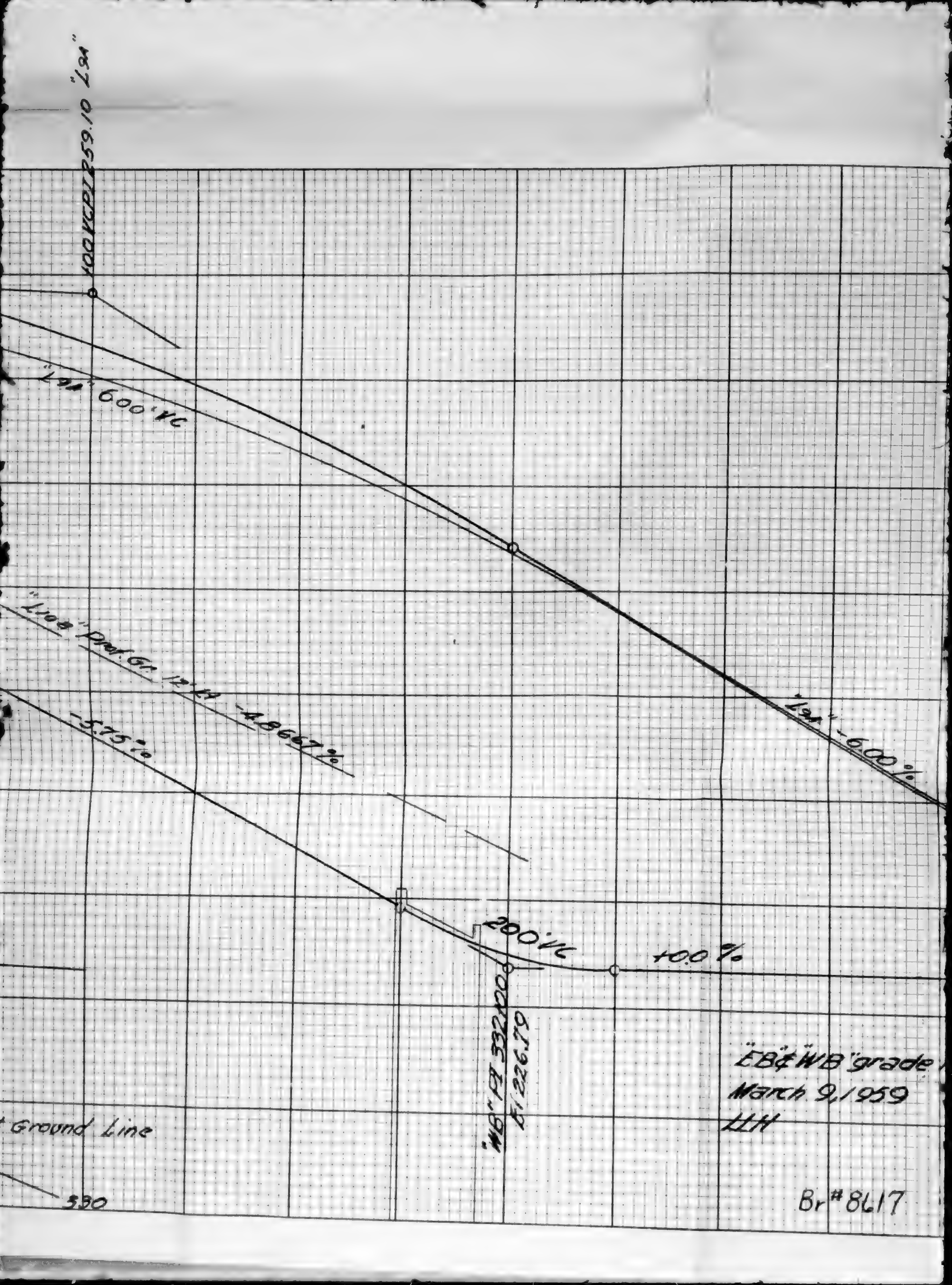



"LA"
+00 VC PI 253.65
"EB" 322+00 PC
El 253.88
L10B +00 (Tang to LA) ± 0.24 253.34
"WB" PC 322+03
El. 253.00
"LA" 400' VC
"L" Future Const 400 VC PI 258.63
"L" Future Const 600' VC
"LA" +1.80%
+3.11%
"L10B" Prof. Gr. 12' Lt +2.3947%
"EB" PI 324+00
El 260.10
+1.00%
"EB" 400' VC
"WB" 720' VC
R.R. Lt Edge of STA 226.93
"LA" Profile Grade 28.2' Rt
"LA" & "L9A" 300' VC
+150 VC PI 260.95 "LA"
"WB" PI 325+65
El 262.44
+98.99 (2/3 stand
"L10B" 76
L10A +80 VC PI 262.44
L10B ℄ Ground Line
LA ℄ Ground Line
325


"LA"
100 VC PI 254.65
"EB" 322+00 PC
El 253.98
"LA" 400' VC
L108 +00 (Tang to Lt ℄ 0.24 ...) 253.34
"WB" PC 322+05
El. 253.00
"L" Future Const 600' VC
"L" Future Const 400' VC PI 258.63
+3.11%
"EB" PI 324+00
El 260.10
+1.00%
"LA" +1.80%
"EB" 400' VC
"L108" Prof. Gr. 12' Lt +2.3947%
"LA" Profile Grade 28.2' Rt.
2.42%
"LA" & "L9A" 300' VC
+50 VC PI 260.95 "LA"
"WB" PI 325+65
El 262.44
"L108" 76
"WB" 720' VC
R.R. Lt Edge of Str. 226.93
L108 +80 VC PI 262.44
L108 ℄ Ground Line
LA ℄ Ground Line

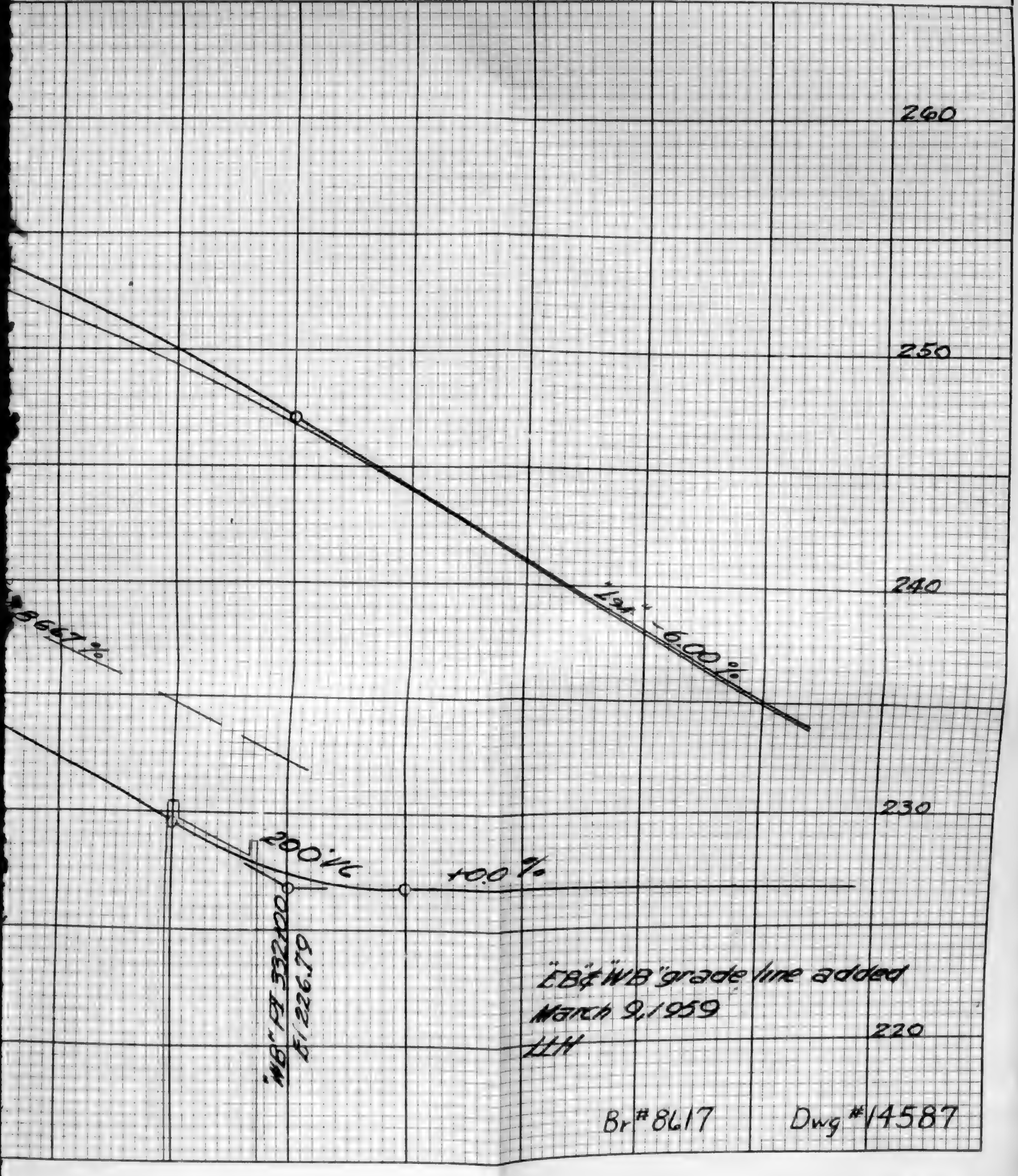

"WB" PI 325+65
El 262.44
186.99 (2/3 Standard
"EB" PC 326+00
El 262.10
L91 Profile Grade 12
300' VC
"L" Future Const. -0.60%
"L10a" 780' V.C.
L10a 780 VC PI 262.44
"EB" Finish grade 12' Rt.
"L91" -0.4111 %
"WB" Finish grade 12' Lt.
+1.00%
"EB" PI 329+10
El 265.10
-6.0 %
"WB" PI 329+25
El 261.74
"L10a
"L9
L91 ℄ Grou


330 VCPI 260.93 Lt
"WB" PI 325+65
El 262.44
+88.99 (2/3 Standard SE)
"EB" PC 326+00
El 262.10
L 91 Profile Grade 12' Rt
.575%
"300" VC
+1.00%
"EB" PI 329+00
El 265.10
-.60%
"EB" Finish grade 12' rt.
"L91" -0.4111%
"L 4" Future Const. -0.60%
"L108" 760" V.C.
L108 +80 VCPI 262.44
"WB" Finish grade 12' Lt.
"WB" PI 329+25
El 241.74
"L108"
"L91"
L91 ℄ Ground


400'VC PI 259.10 "L21"
"L21" 600' VC
"L108" Prof. Gr. 12' Lt. -4.8667%
-5.75%
"L21" -6.00%
200' VC
+0.0%
"WB" PI 332+00
El 226.79
Ground Line
330

"EB & WB" grade
March 9, 1959
LLH

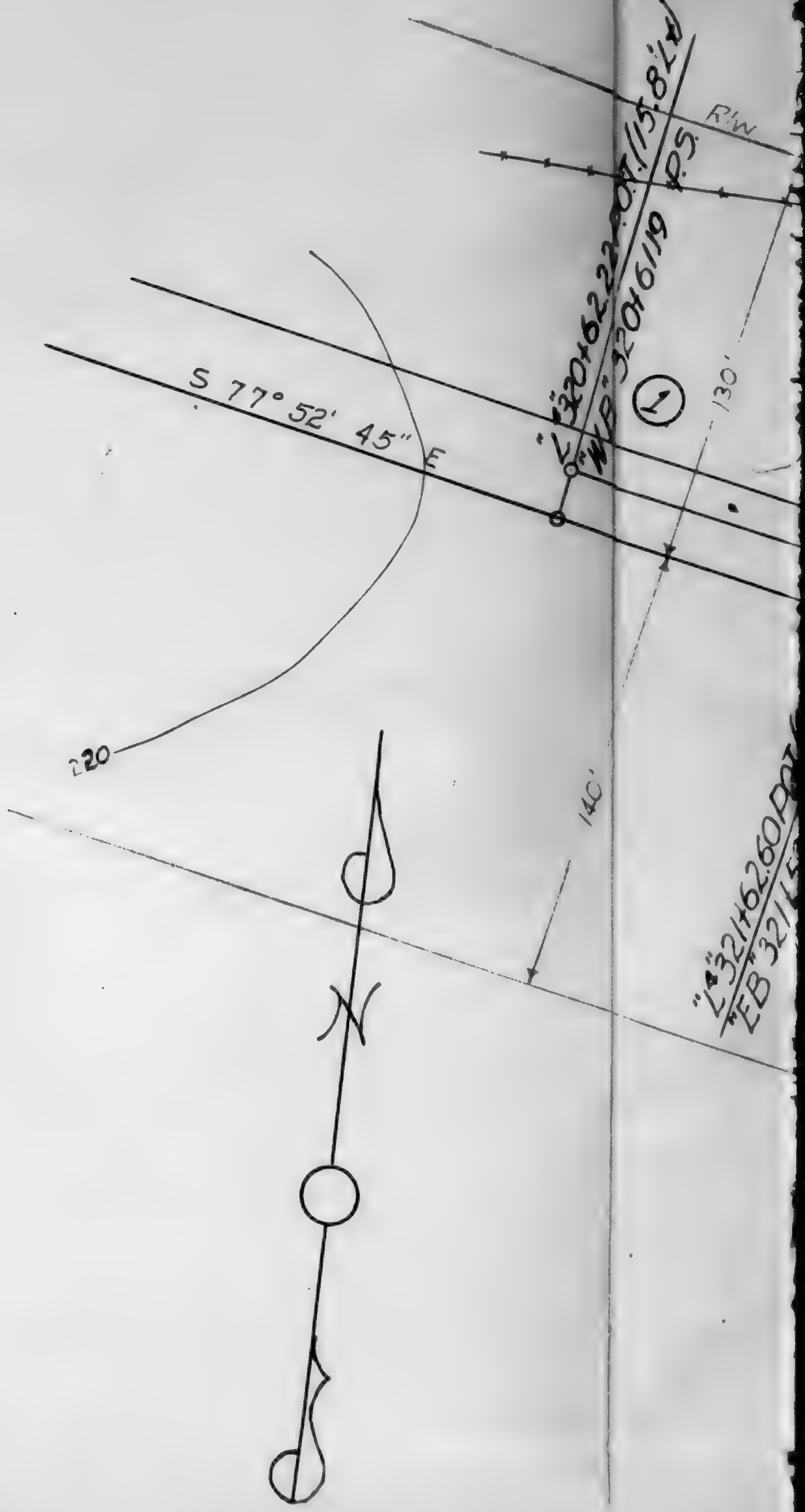
Br #8617

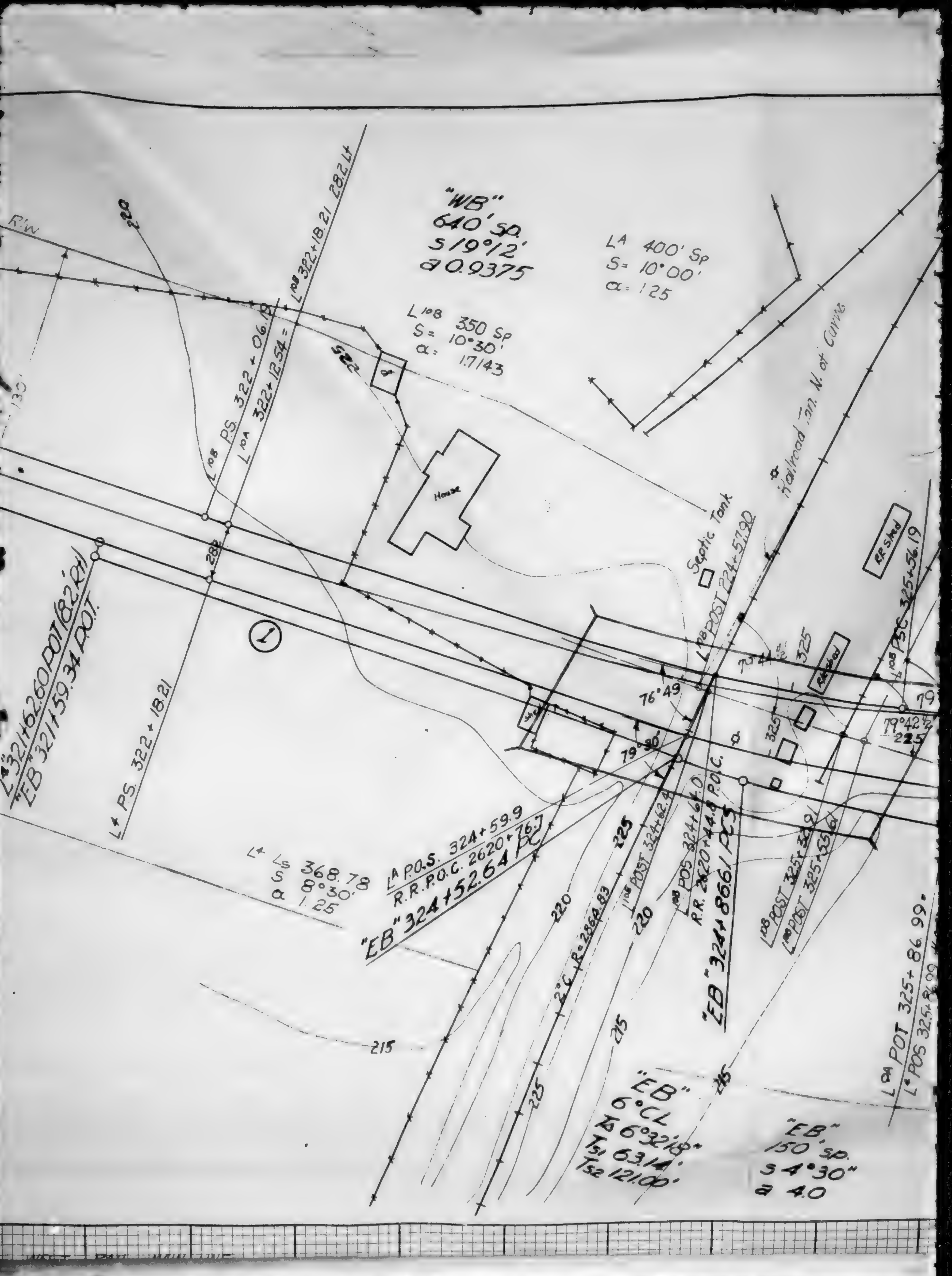

260
250
240
230
220
"EB" -6.00%
8667%
200' VC
+0.0 %
"WB" PI 332+00
El 226.79

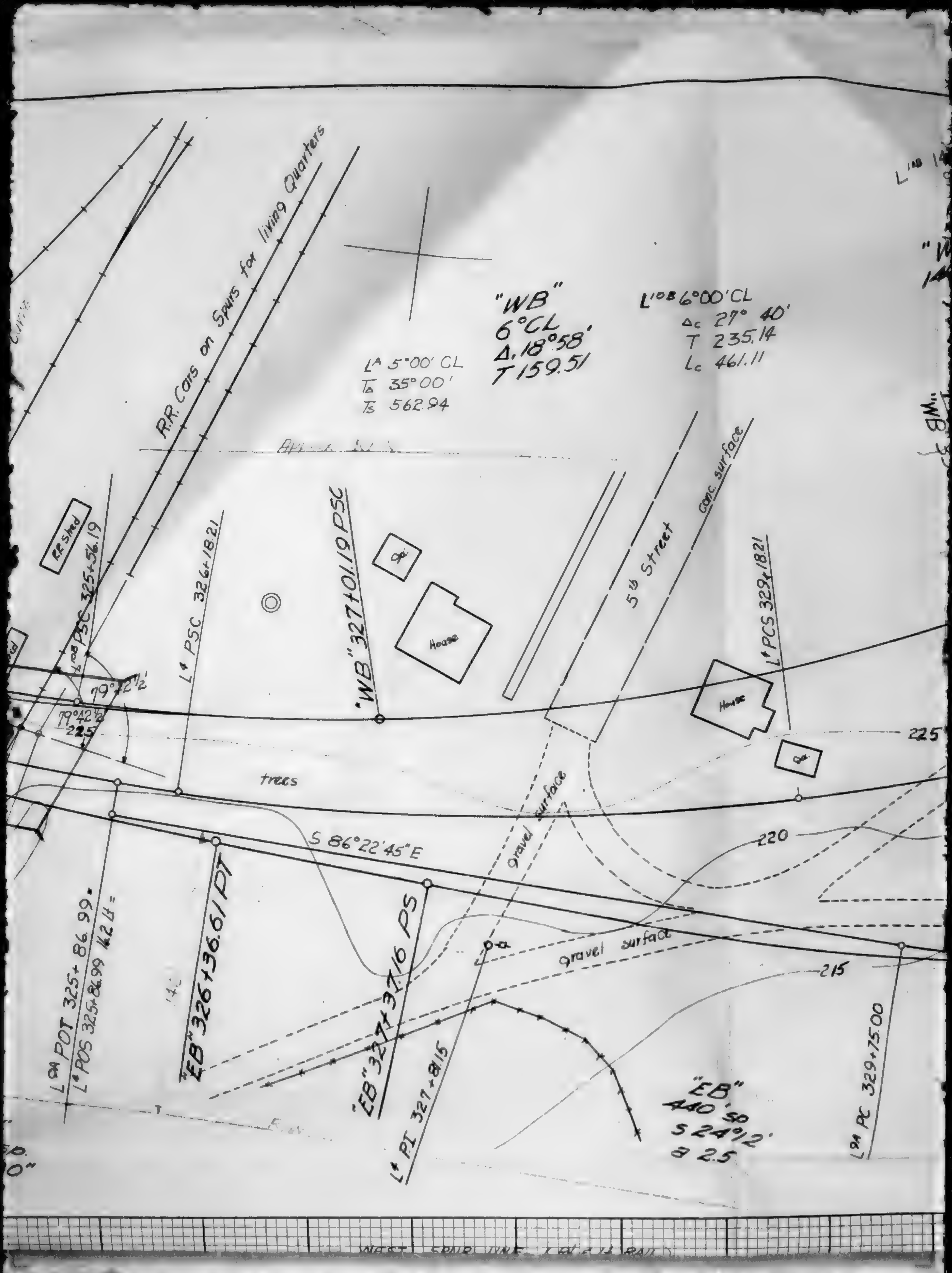
"EB & WB" grade line added
March 9, 1959
LLH

Br #8617 Dwg #14587

		BY	DATE
FINAL SURVEY	SURVEYED		
	PLOTTED		
NOTE BOOK	TEMPLATE		
	AREAS		
NO.	AREAS CHECKED		


R/W
"L" 320+62.22 POT (115.8' Lt)
"WB" 320+61.19 P.S.
①
130'
S 77° 52' 45" E
220
140'
N
"L" 321+62.60 POT
"EB" 321+5

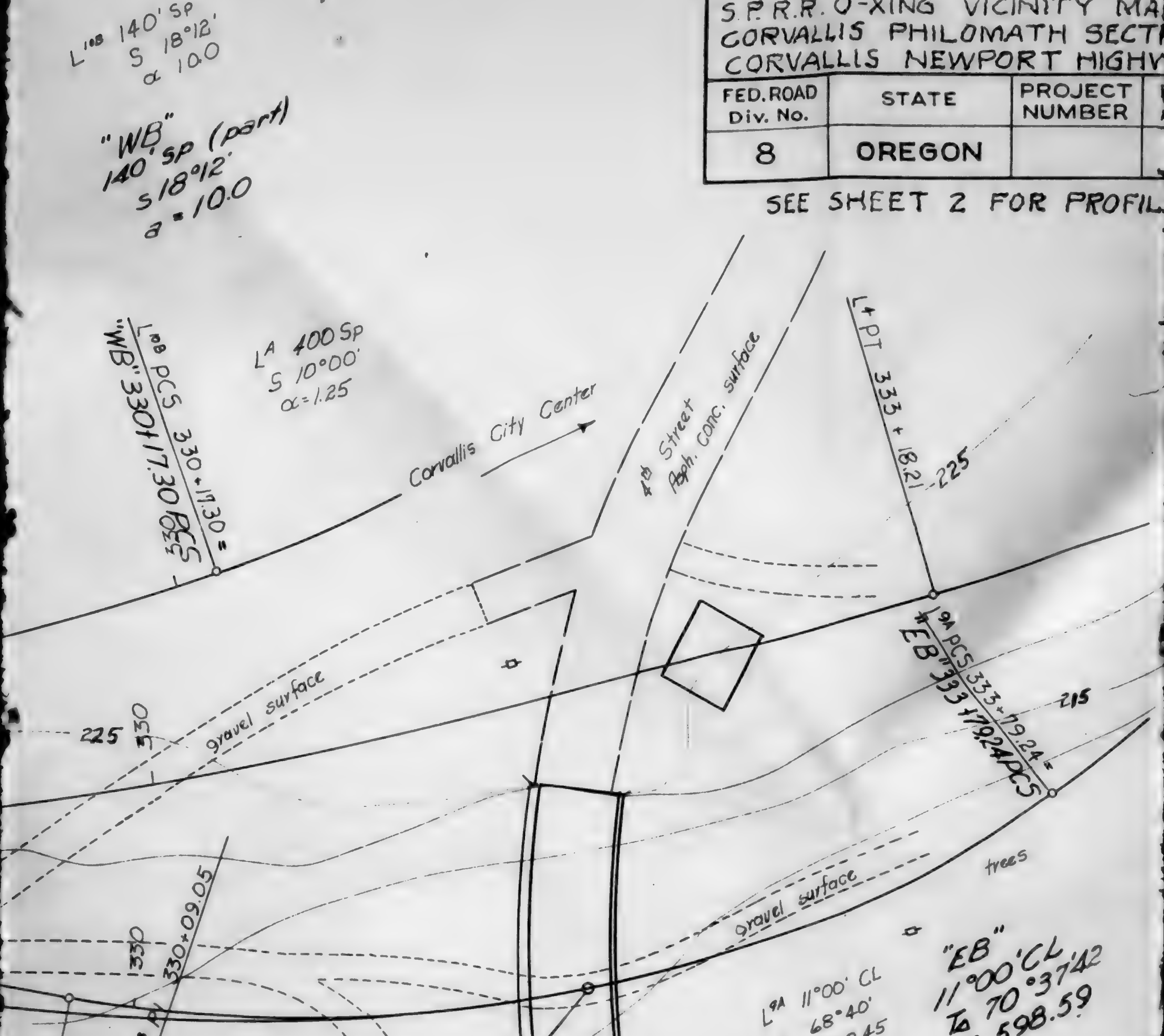

"WB"
640' SP.
S 19°12'
a 0.9375
L^A 400' Sp
S = 10°00'
α = 1.25
L^10B 350 Sp
S = 10°30'
α = 1.7143
R/W
220
225
130
L^10B 322+18.21 28.2 Lt
L^10A 322+12.54 =
L^10B PS. 322+06.18
House
Railroad Tan. N. of Curve
Septic Tank
L^10B POST 224+57.90
RR Shed
L^10B PSC 325+56.19
325
R.R. Shed
76°49
79°30'
79°42½
79
225
282
①
"L^4" 321+62.60 POT (8.2' Rt)
"EB" 321+59.34 P.O.T.
L^4 PS. 322+18.21
L^4 Ls 368.78
S 8°30'
α 1.25
L^A P.O.S. 324+59.9
R.R. P.O.C. 2620+76.7
"EB" 324+52.64 PC
225
L^10B POST 324+62.4
L^10B POS 324+64.0
R.R. 2620+44.8 P.O.C.
"EB" 324+86.61 PCS
L^10B POST 325+33.91
L^10A POST 325+55.61
220
2°C R = 2864.83
220
215
215
225
215
L^10A POT 325+86.99
L^4 POS 325+86.99
"EB"
6°CL
Δs 6°32'10"
Ts1 63.14'
Ts2 121.00'
"EB"
150 SP.
S 4°30"
a 4.0


R.R. Cars on Spurs for living Quarters
R.R. Shed
"WB"
6°CL
Δ 18°58'
T 159.51
L^A 5°00' CL
T_A 35°00'
T_S 562.94
L^10B 6°00' CL
Δc 27° 40'
T 235.14
Lc 461.11
L^10B PSC 325+56.19
L^A PSC 326+18.21
"WB" 327+01.19 PSC
House
House
5th Street
conc. surface
L^A PCS 329+18.21
79°42½'
79°42½'
225
225
trees
gravel surface
S 86°22'45"E
220
gravel surface
215
L^9A POT 325+86.99
L^A POS 325+86.99
"EB" 326+36.61 PT
"EB" 327+37.16 PS
L^A PI 327+81.15
"EB"
440' SO
S 24°½'
@ 2.5
L^9A PC 329+75.00
L^10B 14
"WB"
"WB"
BM
WEST SPUR LINE LEHIGH RAIL

S.P.R.R. O-XING VICINITY MA
CORVALLIS PHILOMATH SECT
CORVALLIS NEWPORT HIGHW

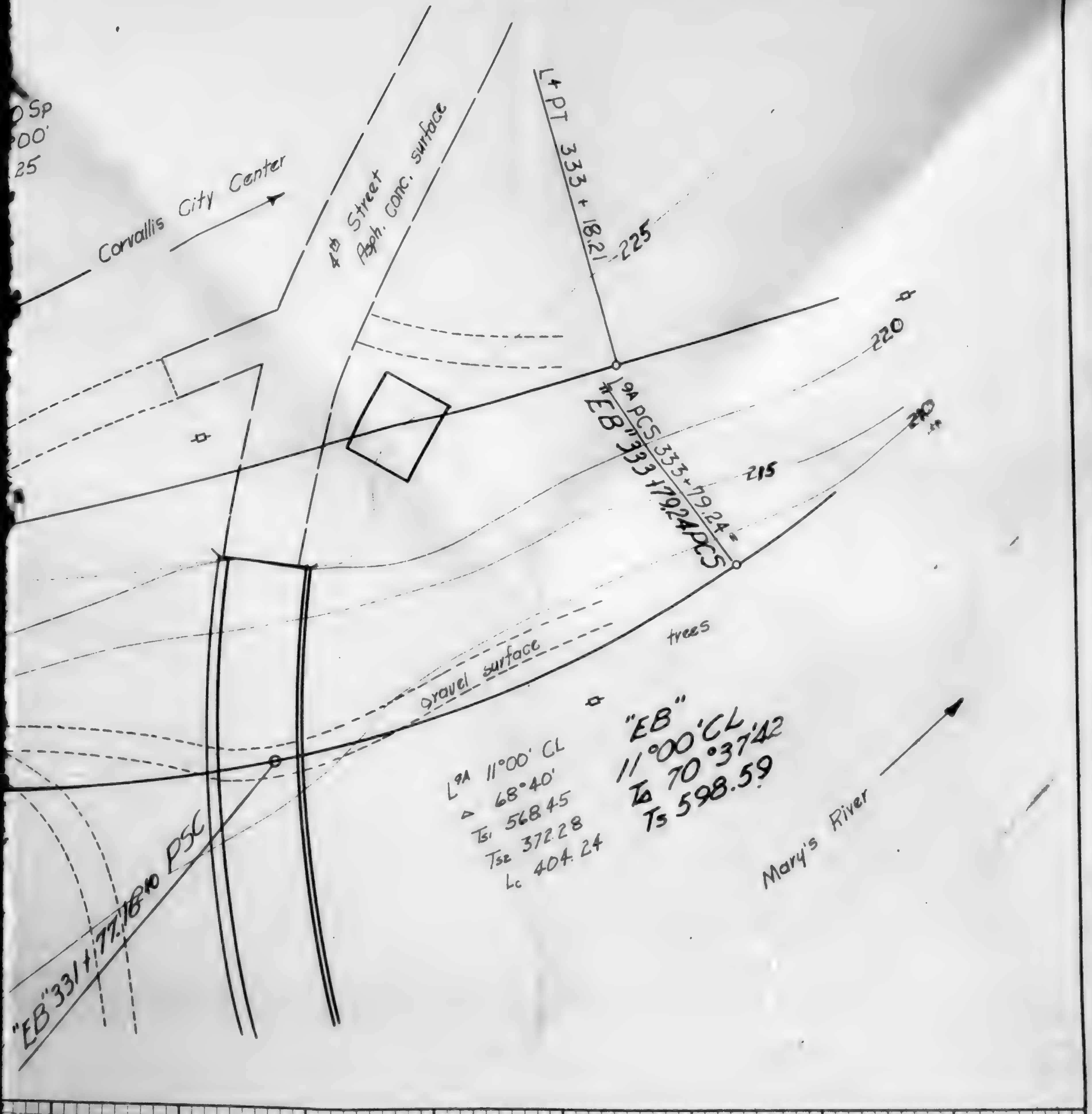
FED. ROAD Div. No.	STATE	PROJECT NUMBER
8	OREGON	

SEE SHEET 2 FOR PROFIL


L10B 140' Sp
S 18°12'
α 10.0
"WB"
140' Sp (part)
S 18°12'
a = 10.0
L10B PCS 330+17.30 =
"WB" 330+17.30 PCS
LA 400 Sp
S 10°00'
α = 1.25
Corvallis City Center
4th Street
Asph. Conc. surface
L4 PT 333+18.21
225
9A PCS 333+79.24 =
"EB" 333+79.24 PCS
215
gravel surface
225
330
330
330+09.05
L10B PI
L11 PC 329+75.00
gravel surface
trees
L9A 11°00' CL
Δ 68°40'
Ts1 568.45
Ts2 372.28
Lc 404.24
"EB"
11°00' CL
Δ 70°37'42
Ts 598.59
"EB" 331+77.16 10 PSC
Mary's R

S.P.R.R. O-XING VICINITY MAP CORVALLIS PHILOMATH SECTION CORVALLIS NEWPORT HIGHWAY				SHEET No. 1
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See Index

SEE SHEET 2 FOR PROFILE.



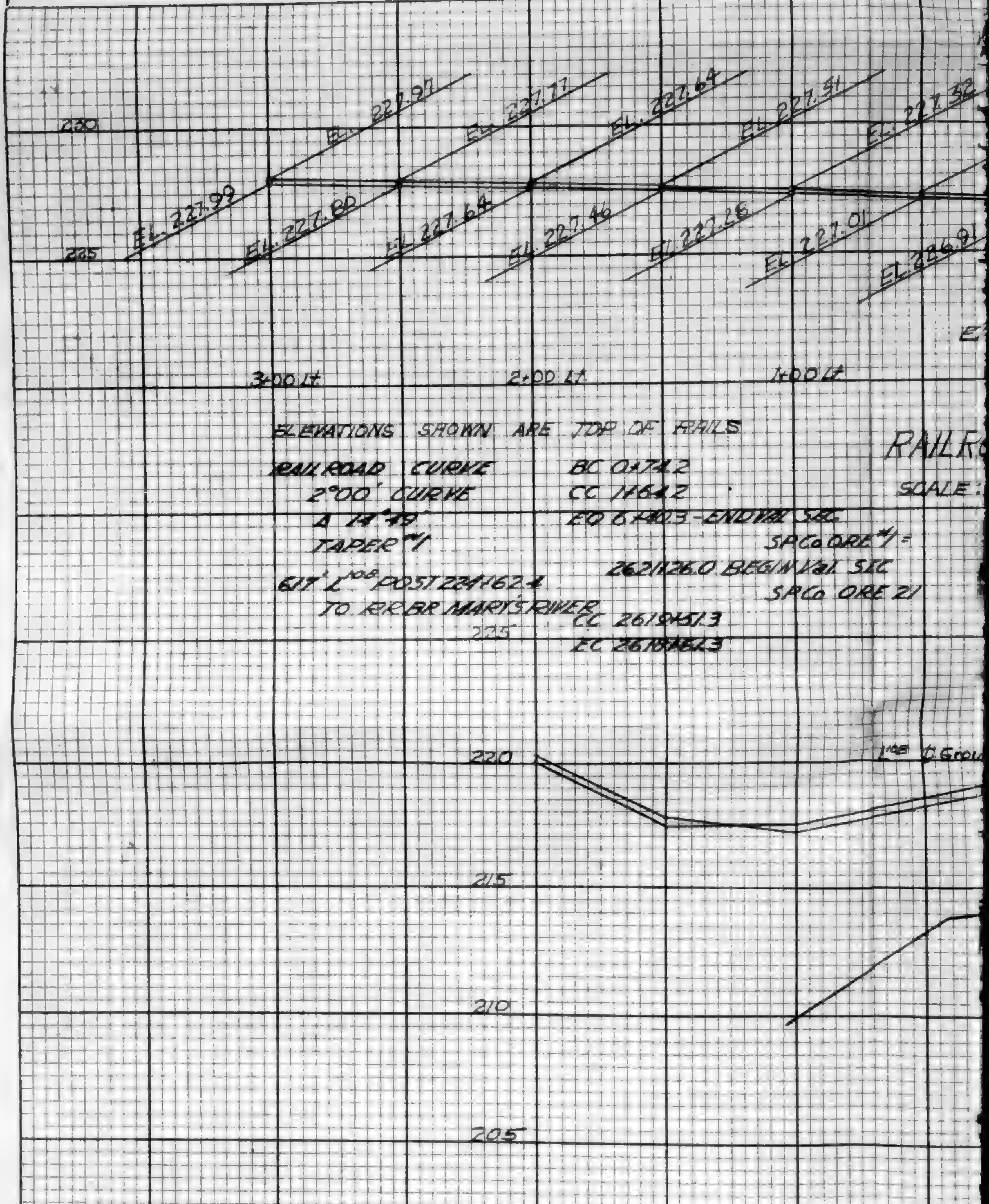
0 Sp
00'
25
Corvallis City Center
4th Street
Asph. Conc. surface
L+ PT 333+18.21
225
220
210
215
L9A PCS 333+79.24 =
"EB" 333+79.24 PCS
trees
gravel surface
"EB"331+77.1810 PSC
L9A 11°00' CL
Δ 68°40'
Ts1 568.45
Ts2 372.28
Lc 404.24
"EB"
11°00' CL
Δ 70°37'42
Ts 598.59
Mary's River

ORIGINAL SURVEY

	BY	DATE
SURVEYED		
PLOTTED		
TEMPLATE		
AREAS		
AREAS CHECKED		

NOTE BOOK

NO.

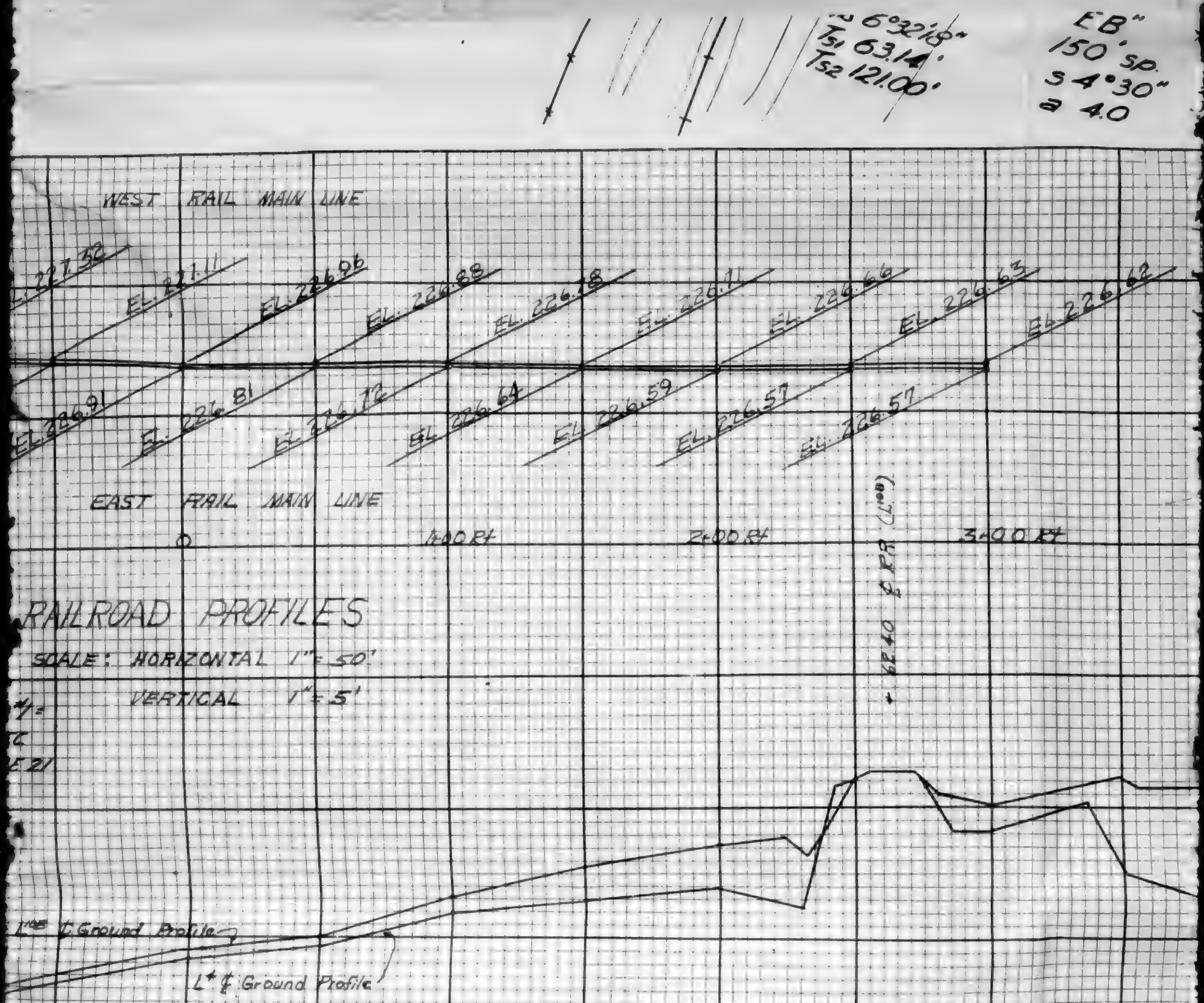

230
235
EL. 227.97
EL. 227.77
EL. 227.64
EL. 227.51
EL. 227.32
EL. 227.99
EL. 227.80
EL. 227.64
EL. 227.46
EL. 227.28
EL. 227.01
EL. 226.91
3+00 Lt.
2+00 Lt.
1+00 Lt.
RAILRO
SCALE:
225
1st ℄ Grou
220
215
210
205
320
321

ELEVATIONS SHOWN ARE TOP OF RAILS

RAILROAD CURVE
2°00' CURVE
Δ 14°49'
TAPER #1

617' L^{108} POST 224+62.4
TO R.R. BR. MARY'S RIVER

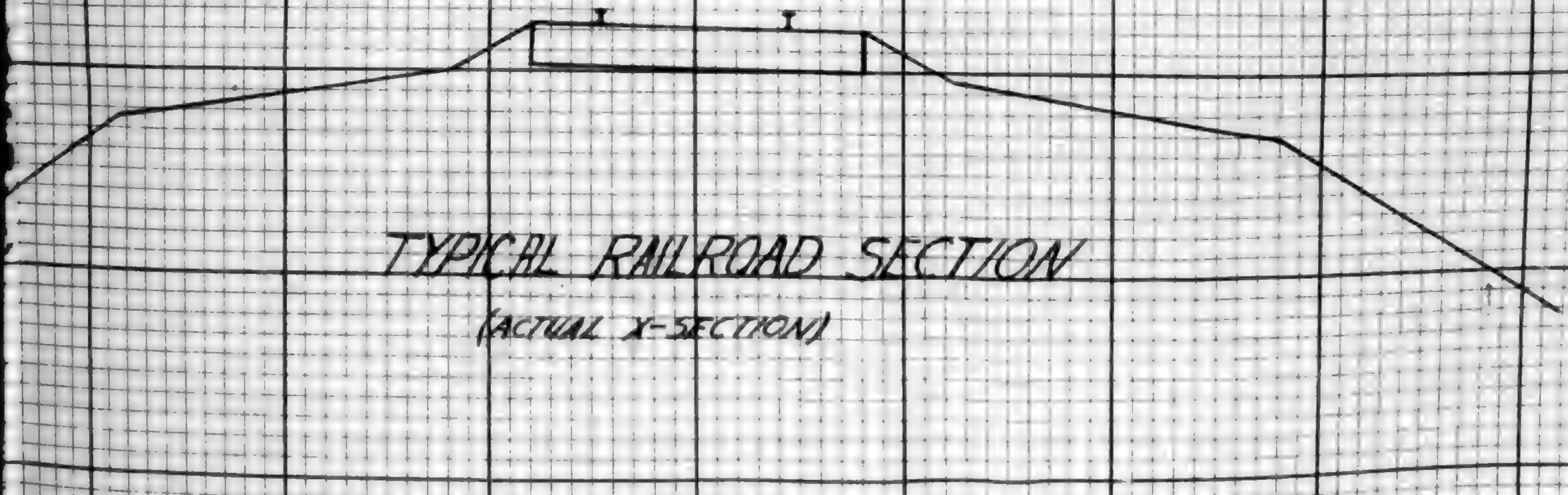
BC 0+74.2
CC 1+64.2
EQ 6+40.3 - END VAL SEC
SPCo ORE #1 =
2621+26.0 BEGIN Val. SEC
SPCo ORE 21
CC 2619+51.3
EC 2618+62.3


6°32'18"
Ts1 63.14'
Ts2 121.00'
EB"
150' sp.
s 4°30"
a 4.0
WEST RAIL MAIN LINE
EL. 227.52
EL. 227.11
EL. 226.96
EL. 226.88
EL. 226.78
EL. 226.71
EL. 226.66
EL. 226.63
EL. 226.62
EL. 226.91
EL. 226.81
EL. 226.72
EL. 226.64
EL. 226.59
EL. 226.57
EL. 226.57
EAST RAIL MAIN LINE
0
1+00 Rt
2+00 Rt
3+00 Rt
+ 2 40 ₵ Rd (No.7)
#/=
C
E 21
Lt ₵ Ground Profile
Lt ₵ Ground Profile

RAILROAD PROFILES

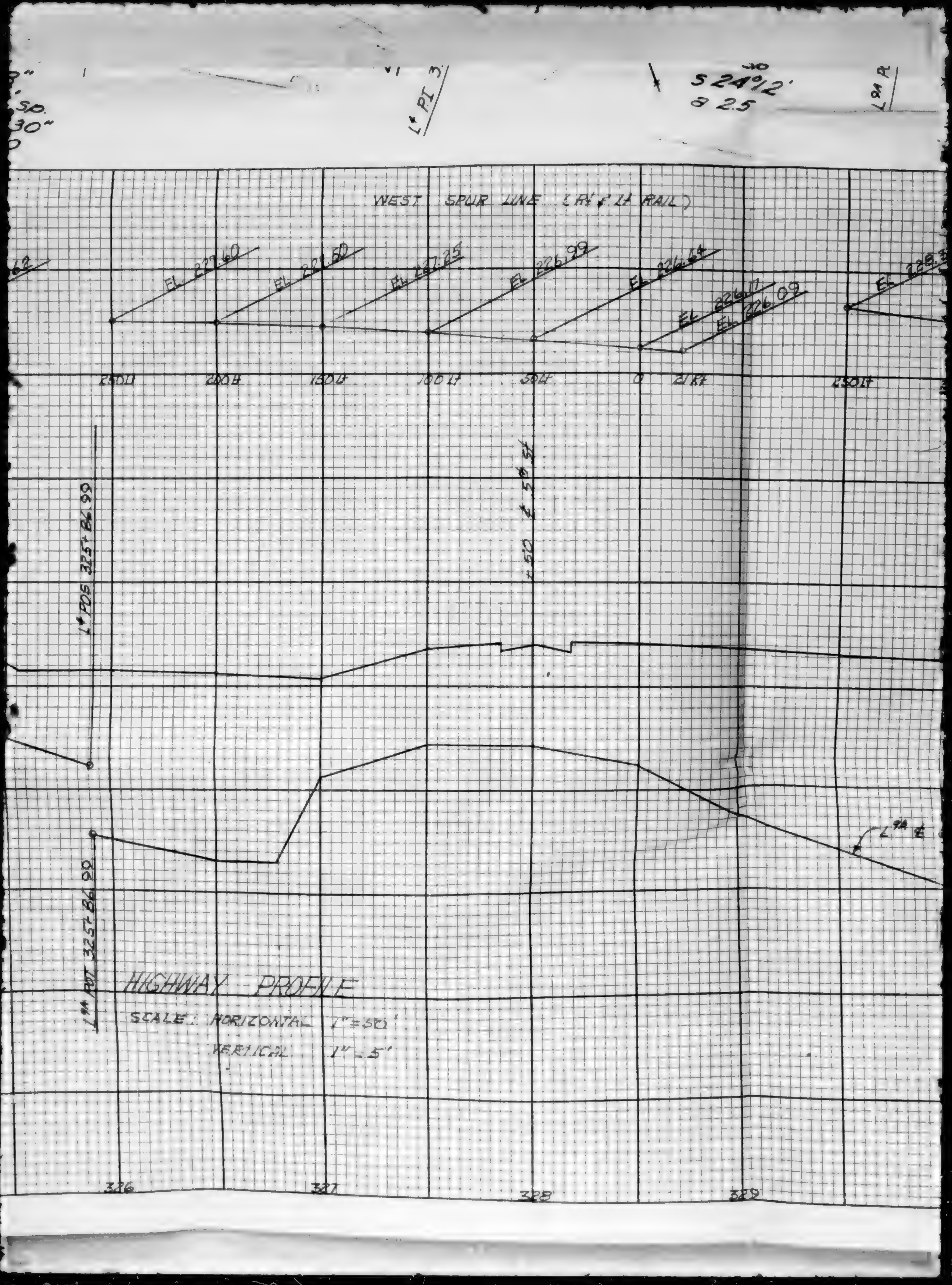
SCALE: HORIZONTAL 1" = 50'

VERTICAL 1" = 5'


322
323
324
325

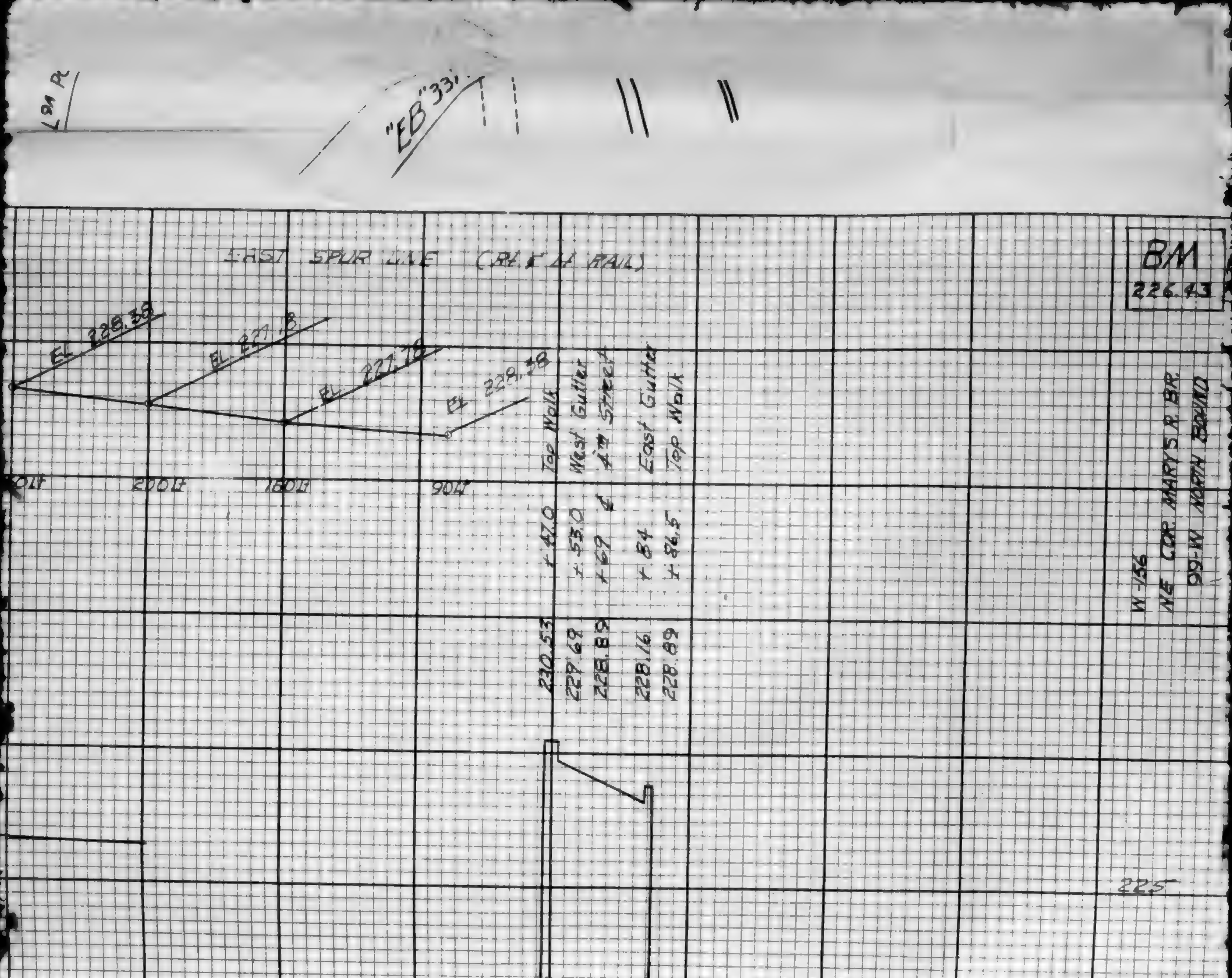
TYPICAL RAILROAD SECTION

(ACTUAL X-SECTION)


8"
SP.
30"
L PI 3
S 24°12'
a 2.5
L9A P
WEST SPUR LINE (RT & LT RAIL)
.62
EL 227.60
EL 227.50
EL 227.25
EL 226.99
EL 226.64
EL 226.17
EL 226.09
EL 228.3
250 LT
200 LT
150 LT
100 LT
50 LT
0
21 RT
250 RT
L9A POS 325+86.99
+50 ℄ 5th St
L9A ℄
L9A POT 325+86.99
326
327
328
329

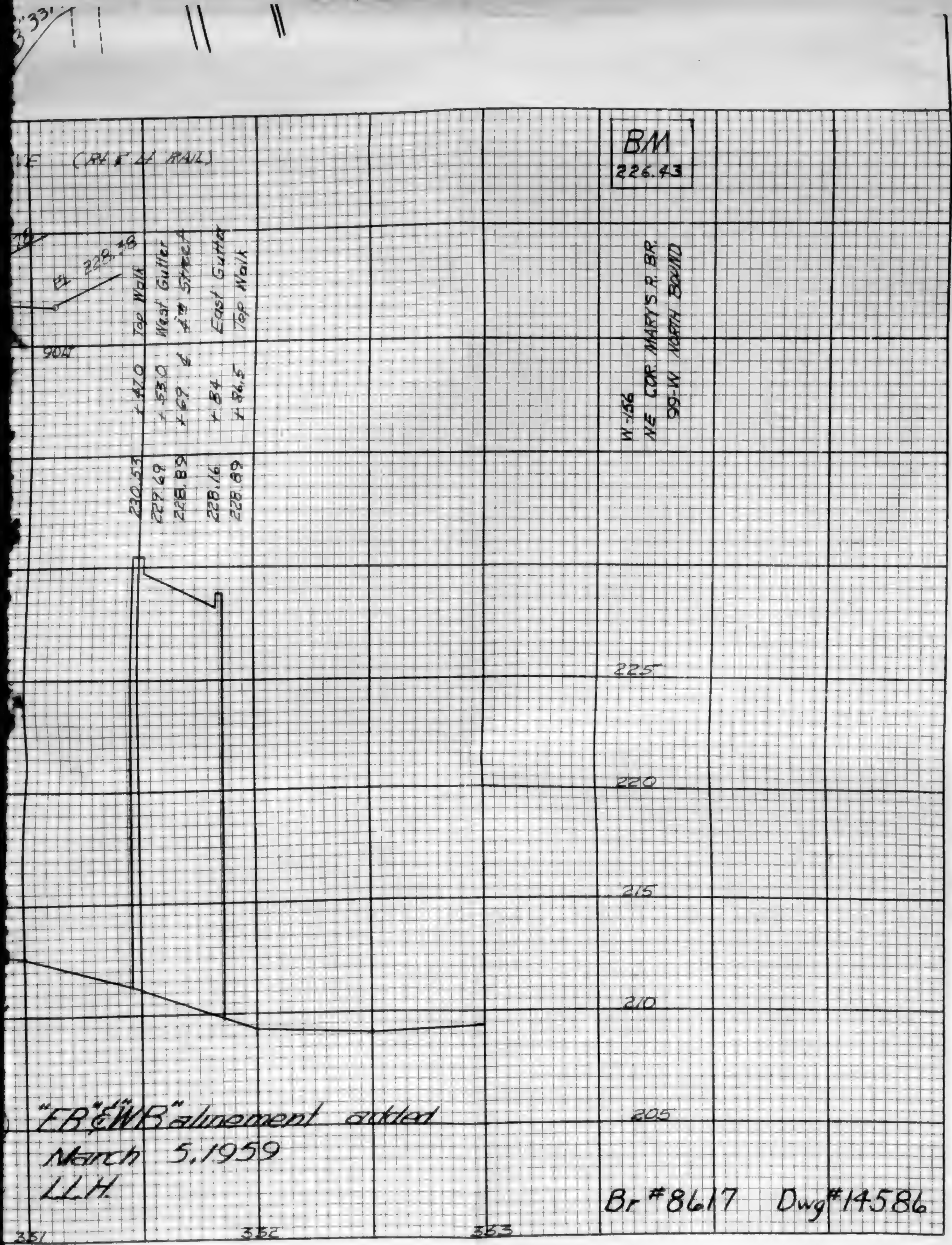
HIGHWAY PROFILE

SCALE: HORIZONTAL 1" = 50'
VERTICAL 1" = 5'


L9A R
"EB" 331
EAST SPUR LINE (RAIL ... RAIL)
EL. 228.38
EL. 227.18
EL. 227.78
EL. 228.38
201L
200L
180L
90L
Top Walk
West Gutter
4th Street
East Gutter
Top Walk
+47.0
+53.0
+69 ℄
+84
+86.5
230.53
229.69
228.89
228.16
228.89
BM
226.43
W-156
NE COR. MARY'S R. BR.
99-W NORTH BOUND
225
220
215
210
205
L9A ℄ Ground Profile
380
381
382
383

① "EB" & "WB" alinement added
March 5, 1959
L.L.H.

Br #86



3°33'
(RT & LT RAIL)
El 228.48
90H
Top Walk
West Gutter
£ 4th Street
East Gutter
Top Walk
+ 47.0
+ 53.0
+ 69 £
+ 84
+ 86.5
230.53
229.69
228.89
228.16
228.89
BM
226.43
W-156
NE COR. MARY'S R. BR.
99-W NORTH BOUND
225
220
215
210
205
351
352
353

"EB" & "WB" alinement added
March 5, 1959
LLH.

Br #8617 Dwg #14586

18-3908 Beaver Marsh Rest Area Toilet 1959
Bldg., The Dalles-Calif. Hwy.
#5554

RECEIVED
[illegible] 1960
FOR FILING

19-3904

5554

Agenda Item
Dec. 12th
4 C-(3)

December 9, 1960

Oregon State Highway Commission

Gentlemen:

Re: Beaver Marsh Rest Area
Contract No. 5554

We have contracted for the construction of a toilet building at the Beaver Marsh Rest Area on the The Dalles-California Highway in Klamath County. As originally planned, we were using what is known as frost-free plumbing, which was given a preliminary approval by the State Board of Health. The Board of Health has changed its mind and requires us to put a heating system in the building, which has materially increased the plumbing cost. It is estimated that the overrun of contract authorization will be $1,600. The original project authorization was $8,229.38, making the overrun 19.4 per cent.

It is mandatory that we comply with the rulings of the State Board of Health, and I recommend that you authorize an increase of project authorization in the amount of $1,600.

Very truly yours,

W. C. Williams
State Highway Engineer

GSP:ae me

cc Mr. G. S. Paxson
Mr. Ivan D. Merchant

RECEIVED
DEC 13 1960
FORM E-30 50M 7-60 29398
FOR FILING

19-3964

5554

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 8, 1960

SUBJECT: Beaver Marsh Rest Area
Contract #5554

To: Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

Herewith Form E-372, covering over-run of Project Authorization for the above job.

The original design for the plumbing in this building contemplated the use of frost free valves and faucets for the toilet installation. The State Board of Health, while they had approved the original design plan, backed up on us during construction and we had to revise the entire plumbing setup to incorporate a heating system inside the building rather than the frost free construction we had originally contemplated. This work was done on an Order for Extra Work and caused the principal over-run of the contract amount.

Because of the isolated location of the work and the fact that our Resident Engineer was stationed in Bend, engineering cost exceeded the amount authorized for the job.

Ivan D Merchant
Ivan D. Merchant
Bridge Engineer

CAG:nk
Enclosure

RECEIVED
[illegible]

RECEIVED
NOV 15 1960
FOR FILING

19 3919

5554

November 14, 1960

American Surety Co.,
600 Yeon Bldg.,
Portland 4
Oregon

Gentlemen:

State Highway contract #5554 for construction of toilet building in the Beaver Marsh Rest Area on The Dalles-California Highway in Klamath County was completed by the contractor, Raymond B. Ems, on July 15, 1960, and was formally accepted by the Highway Commission on August 18, 1960.

Final payment in the amount of $3,147.23 will be released to the contractor on or after November 25, 1960. The total contract amount is $8,523.75, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: Mr. Raymond B. Ems
13385 SW 72nd Ave.,
Portland 23
Oregon

RECEIVED
FORM E-123
DEC 11 1959
FOR FILING

18-3908

5554

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

A

December 11, 1959

Mr. Raymond B. Ems
13385 SW 72nd Avenue
Portland 23
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

Contract #5554, awarded November 5, 1959, for construction of toilet building in the Beaver Marsh Rest Area on The Dalles-California Highway in Klamath County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
DEC - 1 1959
FORM E-36X—50M—2-58—19180
FOR FILING
12-908
5554

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
November 25, 1959

SUBJECT: Beaver Marsh RRA Latrine
Contract No. 5554

To: Mr. Ivan Merchant
Bridge Engineer
Building

According to our information the state plumbing inspector will not approve the toilet fixtures specified in the subject contract. This means that a substitute fixture must be specified, and the alternative of heating the entire building or closing the structure during the winter months be determined.

I have discussed this question with Mr. Stephenson and he agrees that the building should be kept open. Therefore it is requested that your office prepare plans and estimates as soon as possible for heating the building.

I assume that you have notified the contractor of the non-approval of the plumbing fixtures originally specified and that your office will carry on the negotiations for the changes required.

Mark H Astrup

Mark H. Astrup
Landscape Engineer

MHA vjl

cc Mr. P. M. Stephenson✓

RECEIVED
NOV 25 1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
P. M. STEPHENSON

RECEIVED
NOV -5 1959
FOR FILING

18-3902

5554

November 5, 1959

Mr. Raymond D. Ems
13385 S.W. 72nd Avenue
Portland 23, Oregon

Dear Mr. Ems:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5554 for construction of a toilet building for the Beaver Marsh Rest Area on The Dalles-California Highway in Klamath County.

This award was based on your bid of $7,315.00, which was the low bid submitted to the Commission on November 3, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Merchant

I-5-4(37) McKenzie R.-Willamette R. 1959
196 Sec., McKenzie R. Overflow
#5555 Br. (10 Struc.) Pac. Hwy.

RECEIVED
SEP 22 1960
FOR FILING
[illegible]

September 22, 1960

Seaboard Surety Co.,
Hansen & Rowland, Inc.,
1300 Puget Sound Bank Bldg.,
Tacoma, Washington

Gentlemen:

State Highway contract #5555 for construction of 10 McKenzie River Overflow Bridges on the McKenzie River-Willamette River Section of Pacific Highway in Lane County was completed by the contractor, Hamilton & Thoms, Inc., on August 3, 1960, and was formally accepted by the Highway Commission on August 18, 1960.

Final payment in the amount of $16,754.83 will be released to the contractor on or after October 3, 1960. The total contract amount is $331,748.58, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Seaboard Surety Co.,
100 William Street
New York 38, N. Y.

Contract No 5555

12-16-59 A

Monthly Transaction No. RECEIVED 12 1959	For 2 (9-12 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e **Oregon**
Project Report No. FOR FILING I 5-4(37)196 5555	**FEDERAL-AID PROJECT AGREEMENT**	County **Lane**
		Project No. **I-5-4(37)196**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

US 99. McKenzie River South 1.2 miles
(McKenzie River Overflow Bridges)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	-----	
Rights-of-Way		
Construction	10-16-59	0.2
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 370,801	Federal funds $ 341,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
~~Deputy~~ **State Highway Engineer**
(title)

By ________
____
(title)

By ________
____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~By **C. G. Polk**
Division Engineer

By:
R. C. Wright
Administrative Manager

Date executed by Division Engineer **December 16, 1959**

USComm-DC 40257

December 15, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the McKenzie River-Willamette River Section, Project No. I-5-4(37)196.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

RMC:sm

November 23, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the McKenzie River-Willamette River Section (Overflow Bridges), Project No. I-5-4(37)196.

Very Truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:cr

Oregon State Highway Department

Federal Aid
Project No. I-5-4(37)196

McKENZIE RIVER-WILLAMETTE RIVER SECTION (OVERFLOW BRIDGES)
OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.

Salem, Oregon, November 23, 1959

Type Code X021
Bridge #8176 (Sta. 354+92.00 to Sta. 357+08)(Contract No. 5555)

Strustural Excavation	120 cu.yds.	$ 4.00	$ 480.00
Furnish Concrete Piling	2,700 lin.ft.	3.60	9,720.00
Drive Piles	90 only	50.00	4,500.00
Splice Piles	18 only	25.00	450.00
Class "A" Concrete (742 cu.yds.)	All Required		46,000.00
Metal Reinforcement (198,800 lbs.)	All Required		22,700.00
			$83,850.00

Type Code X021
Bridge #8178 (Sta. 375+10 to Sta. 376+72)(Contract No. 5555)

Structural Excavation	120 cu.yds.	$ 4.00	$ 480.00
Furnish Concrete Piling	1,860 lin.ft.	3.60	6,696.00
Drive Piles	62 only	50.00	3,100.00
Splice Piles	10 only	25.00	250.00
Class "A" Concrete (578 cu.yds.)	All Required		32,000.00
Metal Reinforcement (157,700 lbs.)	All Required		18,000.00
			$60,526.00

Type Code X021
Bridge #8179 (Sta. 384+37 to Sta. 385+63)(Contract No. 5555)

Structural Excavation	155 cu.yds.	$ 4.00	$ 620.00
Furnish Concrete Piling	1,920 lin.ft.	3.60	6,912.00
Drive Piles	64 only	50.00	3,200.00
Splice Piles	11 only	25.00	275.00
Class "A" Concrete (510 cu.yds.)	All Required		28,300.00
Metal Reinforcement (156,000 lbs.)	All Required		17,800.00
			$57,107.00

Type Code X021
Bridge #8180 (Sta. 401+69.50 to Sta. 402+95.50)(Contract No. 5555)

Structural Excavation	175 cu.yds.	$ 4.00	$ 700.00
Furnish Concrete Piling	1,920 lin.ft.	3.60	6,912.00
Drive Piles	64 only	50.00	3,200.00
Splice Piles	11 only	25.00	275.00
Class "A" Concrete (540 cu.yds.)	All Required		30,000.00
Metal Reinforcement (161,000 lbs.)	All Required		18,500.00
			$59,587.00

Type Code 1021
Bridge #8181 (Sta. 405+22.50 to Sta. 406+84.50)(Contract No. 5555)

Structural Excavation	175 cu.yds.	$ 4.00	$ 700,00
Furnish Concrete Piling	2,520 lin.ft.	3.60	9,072.00
Drive Piles	84 only	50.00	4,200.00
Splice Piles	14 only	25.00	350.00
Class "A" Concrete (700 cu.yds.)	All Required		38,700.00
Metal Reinforcement (199,900 lbs.)	All Required		23,000.00
			$76,022.00
	Subtotal		$337,092.00
	10% Engr. & Cont.		33,709.00
	Total		$370,801.00

Length of 5 Structures . . . . 0.150 mile

Federal Funds.	$341,000.00
State Funds	29,801.00
	$370,801.00

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939

State Funds for Maint.: Chap. 529, laws, 1939

Oregon State Highway Department

Federal Aid
Project No. I-5-4(37)196

McKENZIE RIVER-WILLAMETTE RIVER SECTION (OVERFLOW BRIDGES)

OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 7, 1959

Type Code X021
Bridge #8176 (Sta. 354+92.00 to Sta. 357+08)

Structural Excavation	120 cu.yds.	$ 3.50	$ 420.00
Furnish Concrete Piling	2,700 lin.ft.	4.20	11,340.00
Drive Piles	90 only	70.00	6,300.00
Splice Piles	18 only	40.00	720.00
Class "A" Concrete (742 cu.yds. at $62.50)	All Required		46,375.00
Metal Reinforcement (198,800 lbs. at $0.13)	All Required		25,844.00
			$ 90,999.00

Type Code X021
Bridge #8178 (Sta. 375+10 to Sta. 376+72)

Structural Excavation	120 cu.yds.	$ 3.50	$ 420.00
Furnish Concrete Piling	1,860 lin.ft.	4.20	7,812.00
Drive Piles	62 only	70.00	4,340.00
Splice Piles	10 only	40.00	400.00
Class "A" Concrete (578 cu.yds. at $62.50)	All Required		36,125.00
Metal Reinforcement (157,700 lbs. at $0.13)	All Required		20,501.00
			$ 69,598.00

Type Code X021
Bridge #8179 (Sta. 384+37 to Sta. 385+63)

Structural Excavation	155 cu.yds.	$ 3.50	$ 542.50
Furnish Concrete Piling	1,920 lin.ft.	4.20	8,064.00
Drive Piles	64 only	70.00	4,480.00
Splice Piles	11 only	40.00	440.00
Class "A" Concrete (510 cu.yds. at $62.50)	All Required		31,875.00
Metal Reinforcement (156,000 lbs. at $0.13)	All Required		20,280.00
			$ 65,681.50

Type Code X021
Bridge #8180 (Sta. 401+69.50 to Sta. 402+95.50)

Structural Excavation	175 cu.yds.	$ 3.50	$ 612.50
Furnish Concrete Piling	1,920 lin.ft.	4.20	8,064.00
Drive Piles	64 only	70.00	4,480.00
Splice Piles	11 only	40.00	440.00
Class "A" Concrete (540 cu.yds. at $62.50)	All Required		33,750.00
Metal Reinforcement (161,000 lbs. at $0.13)	All Required		20,930.00
			$ 68,276.50

Type Code X021
Bridge #8181 (Sta. 405+22.50 to Sta. 406+84.50)

Structural Excavation	175	cu.yds.	$ 3.50	$ 612.50
Furnish Concrete Piling	2,520	lin.ft.	4.20	10,584.00
Drive Piles	84	only	70.00	5,880.00
Splice Piles	14	only	40.00	560.00
Class "A" Concrete (700 cu.yds. at $62.50)	All	Required		43,750.00
Metal Reinforcement (199,900 lbs. at $0.13)	All	Required		25,987.00
				$87,373.50
		Subtotal		$381,928.50
		10% Engr. & Cont.		38,192.85
		Total		$420,121.35

Length of 5 Structures. . . . . . . 0.150 mile

Federal Funds	$387,000.00
State Funds	33,121.35
	$420,121.35

RECEIVED
V 30 1959
FOR FILING

J 5-4(37)196

5555

A

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 30, 1959

Hamilton and Thoms, Inc.,
Box 726
Eugene
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5555, awarded November 5, 1959, for construction of the McKenzie River Overflow Bridges (10) on the McKenzie River-Willamette River Section of Pacific Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

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I 5 4(37)196
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A

When replying, refer to:
08-35.4-0

408 State Highway Building
Salem, Oregon

November 5, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5555 for Oregon Project I-5-4(37)196, McKenzie River-Willamette River Section, (Five Overflow Structures), to Hamilton & Thoms, Inc., of Eugene, Oregon, low bidder in the amount of $337,092.00 at the November 3, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

Orig to Porter

NOTED

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NOV -5 1959
FOR FILING

I 54 (27) 1/6

5555

November 5, 1959

Hamilton & Thoma
P. O. Box 726
Eugene, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5555 for overflow bridges on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County.

This award was based on your bid of $337,092.00, which was the low bid submitted to the Commission on November 3, 1959, for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Merchant

R

RECEIVED

FOR FILING

I 5-4(37)196

5555

When replying, refer to
08-35.6

408 State Highway Bldg.
Salem, Oregon

October 16, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-5-4(37)196, McKenzie River Overflow Bridges, McKenzie River-Willamette River Section, Pacific Highway.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowen
Acting Division Engineer

NOTED
FORREST COOPER

Porter
Edwards

FLH-3(17) Burns Jct. Sec. of I.C.N. 1959
S-256(3) Hwy. (Grad. & Pav.)
#5556

RECEIVED
APR 7 1961

NOTED
W. C. WILLIAMS

W. C. Williams

T

Burns Junction Section
~~Contract No. 5556~~
FLH-3(17)
S-556(3)

March 30, 1961

I.O.N. Highway
Malheur County

FINAL COST ANALYSIS
Grading and Paving
Contractor: J. C. Compton Co.
Resident Engineer: L. C. Johnson

Item 5556	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	All	Lump	500.00	409.22	409.22	500.00
Special Borrow Excav.	2,930	Cu. Yd.	0.60	0.68	1,990.65	1,758.00
General Excav.	1,122	Cu. Yd.	1.75	1.79	1,833.10	1,788.50
Blade Grader	77.50	Hour	12.50	12.37	958.55	968.75
48" Corr. Mtl. Pipe	6	Lin. Ft.	30.00	30.44	182.62	180.00
3/4"-0 Mat'l in Shoulders	2,541	Cu. Yd.	2.60	2.79	7,083.17	6,606.60
Sprinkling	278.60	M-Gal.	2.50	2.82	787.00	696.50
Asphaltic Concrete Mix	10,050.75	Ton	4.25	4.28	43,014.35	42,715.67
Asphalt in A. C. Mix	589.27	Ton	43.00	39.63	23,352.80	25,364.32
RS-1 Asphalt	1	Ton	55.00	90.00	90.00	55.00
W-2 Guide Posts	130	Each	7.00	8.49	1,103.82	910.00
Liquidated Damages	30	Days	90.00			-2,700.00
FA Flagging					1,715.07	943.85
					$82,520.35	$79.787.19

Gross Revenue	$ 79,787.19
Total Cost	82,520.35
Net Loss	$ 2,733.16

Net Loss equals 3.425% of Gross Revenue

DETAIL OF COSTS - Contract No. 5556

Labor:		
Labor (All)	$ 22,783.06	
Tax and Insurance	1,914.17	
Welfare and Pension	1,236.15	
Travel Pay	1,753.97	$ 27,687.35
Materials:		
48" Corr. Metal Pipe	97.02	
85-100 Asphalt in Mix	11,527.24	
RS-1 Asphalt	90.00	
W-2 Guide Posts	728.00	12,442.26
Equipment Rental and Miscellaneous Expense:		
Equipment Rental, Owned	8,481.97	
Equipment Rental, Hired	1,388.42	
Gas and Oil	3,957.92	
P.U.C. and License	802.20	
Bond	492.51	
Explosives	54.34	
Freight (on Asphalt)	9,453.52	
Small Tools and Miscellaneous Supplies	128.40	
Overhead	574.62	
Move In (Equipment Rent)	681.91	26,015.81
Subcontracted	16,374.93	16,374.93
TOTAL COST		$ 82,520.35

Remarks - Contract No. 5556

The Burns Junction Section of the I.O.N. Highway in Malheur County was a "Federal Lands Highway Project" calling for the grading and paving of 4.94 miles of roadway.

The southerly end of the project began approximately 3.3 miles south of the junction of the I.O.N. and Crane-Scotts Butte Highways and terminated 1.3 miles east of same junction.

The contractor had ten penalty days over completion time before he began operations on September 13, 1960. Ditches and shoulder work was followed with paving operation from September 20th to October 7th. The 3/4"-0 shoulder material was placed October 4th to October 10th. Installation of guide posts was also completed October 10th. Semi-final estimate was submitted November 16, 1960.

The $2,700.00 penalty on this job constituted the loss suffered on this project. The extra work of correction on guide post installation caused loss on that item. The item bid prices compared to average prices seem to indicate that low bidding was a factor contributing, to a large degree, in there being no profit on this job.

M.N. Juve
Chief Cost Analyst

By

A. Bollinger

RECEIVED
JAN 20 1961
FOR FILING

FLH-3(17)
2-256(3)
5556

T

January 19, 1961

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

State Highway contract #5556 for grading-paving the Burns Jct. Section of the I.O.N. Secondary Highway in Malheur County was completed by the contractor, J. C. Compton Co., on October 10, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

Final payment in the amount of $2,410.70 will be released to the contractor on or after January 30, 1961. The total contract amount is $79,787.19, of which amount $943.85 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Gordon Carey Ins. Agency
P. O. Box 117
McMinnville, Oregon

cc: J. C. Compton Co.,
P. O. Box 86
McMinnville
Oregon

RECEIVED
DEC 13 1960
FOR FILING

IH 3 ([illegible])
5256 (3)
5556

December 12, 1960

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to J. C. Compton Co., on contract #5556 for grading-paving the Burns Jct. Section of the I.O.N. Secondary Highway in Malheur County.

This payment, in the amount of $9,314.39, will be released to contractor on or after December 22, 1960. The retained percentage is $2,363.90.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Gordon Carey Insurance Agency
P. O. Box 117
McMinnville, Oregon

cc: J. C. Compton Co.,
P. O. Box 86
McMinnville
Oregon

Form E-1—(Rev.)—

FLH-3 (17)
S-256 (3)
5556

H

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 18, 1960

Section Burns Junction

Kind of work Grading and Paving

Highway I.O.N. County Malheur

Section prefix 123-1086

Contractor J.C. Compton Co.

Contract number 5556

Date of contract November 5, 1960

Specified work days 90

Date work started December 4, 1960

Work days used 120

Project authorization $ 94,097.25

Exclusive of engineering $ 87,405.89

Per cent of time elapsed 133 %

Estimated cost of completed project, exclusive of engineering $ 82,740.89

Estimated per cent overrun or underrun Underrun 5.3 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 6,691.36

Engineering cost to date $ 6,833.28, 102 %

Date project was completed October 10, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	1 00	100		100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-Final Estimate submitted on Wednesday, Nov. 16.

Final Report

NOTED
JOHN R. OAKES

Signed L. C. Johnson

Address 252 S. Date Ave., Burns, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.94				4.94
Miles partially completed					
Miles completed	4.94				4.94
Total estimated quantities (contract)	4,530				10,100 ton
Total quantities corrected to date	3,952				10,050.745
Estimated quantities moved or placed to date	3,952				10,050.745
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	rain-snow		
Tuesday	rain-snow		
Wednesday	rain		
Thursday	cloudy		
Friday	cloudy		
Saturday			

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OCT 17 1960
FOR FILING

FLH-3(17)
S-256 (3)
5556

October 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 10, 1960, on Contract No. 5556, Burns Junction Section, in Malheur County, in connection with Federal Aid Project Nos. FLH-3(17), and S-256(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

cc: Clarence G. Swenson

RECEIVED
JUN 27 1960
FOR FILING
FLH 3(17)
1256(2)
5556

June 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Attached hereto are the original and one copy of Form PR 186 showing the liability of Public Roads to the State of Oregon for work performed to May 31, 1960.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

JAH:bb

Form Approved Budget Bureau No. 41-R2027

FORM PR-186 (3-60) U.S. DEPAR NT OF COMMERCE BURE OF PUBLIC ROADS **ACCOUNTING STATEMENT** **ACCRUED UNBILLED COSTS**	STATE Oregon	OF DATE May 31, 1960 REPORTING DATE June 26, 1960

FUND (a)	UNBILLED ACCRUED COSTS (Dollars) (b)	FOR PUBLIC ROADS USE ONLY HPS DISTRIB (c)	 TOTALS (d)
UNDISTRIBUTED HIGHWAY PLANNING SURVEY	$ 152,000		
INTERSTATE	11,109,000	$	$
PRIMARY	2,458,000		
SECONDARY	512,000		
URBAN	581,000		
EMERGENCY RELIEF	- -		
FOREST HIGHWAY *(Cooperative projects)*	8,000		
OTHER *(Specify by project)* FLH-3(17)	2,000		
TOTALS *(Columns (b) and (d) must agree)*	$ 14,822,000	$	$

REMARKS

SIGNATURE OF AUTHORIZED OFFICIAL *(State Highway Department)*	DATE
SIGNATURE OF DIVISION ENGINEER *(Bureau of Public Roads)*	DATE

USCOMM-DC 49040-P60

RECEIVED
MAY 24 1960
FOR FILING

May 23, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Attached hereto are the original and one copy of Form PR 186 showing the liability of Public Roads to the State of Oregon for work performed and not billed as of date shown on the form, April 30, 1960.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:sw

Enc.

Form Approved Budget Bureau No. 41-R2027

FORM PR-186 (3-60) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS **ACCOUNTING STATEMENT** ACCRUED UNBILLED COSTS	STATE Oregon	OF DATE April 30, 1960 REPORTING DATE May 26, 1960

FUND (a)	UNBILLED ACCRUED COSTS *(Dollars)* (b)	FOR PUBLIC ROADS USE ONLY HPS DISTRIB (c)	FOR PUBLIC ROADS USE ONLY TOTALS (d)
UNDISTRIBUTED HIGHWAY PLANNING SURVEY	$ 73,000		
INTERSTATE	11,160,000	$	$
PRIMARY	2,541,000		
SECONDARY	691,000		
URBAN	777,000		
EMERGENCY RELIEF	- -		
FOREST HIGHWAY *(Cooperative projects)*	8,000		
OTHER *(Specify by project)* FLH-3(17)	2,000		
TOTALS *(Columns (b) and (d) must agree)*	$ 15,252,000	$	$

REMARKS

SIGNATURE OF AUTHORIZED OFFICIAL *(State Highway Department)*	DATE
SIGNATURE OF DIVISION ENGINEER *(Bureau of Public Roads)*	DATE

USCOMM-DC 49040-P60

RECORD OF EXPENDITURES AND FEDERAL AID COLLECTIONS
FOR
REPORT OF ACCRUED COSTS ON FEDERAL-STATE PROGRAM

(Instructional Memorandum 30-2-60)

Federal System Interstate "As of" Date April 30, 1960 Reporting Date May 26, 1960

	Construction	Preliminary Engineering (2% of Const.)	Right of Way	Totals
Total Expenditure Data:		(In Thousand Dollars)		
1. Expended Prior to 1960	59,520	1,190	16,570	77,280
2. Expended on Contracts Closed Out Prior to 1960	13,305	- -	70	13,375
3. Expended on Contracts not Closed Out Prior to 1960	46,215	1,190	16,500	63,905
4. Expended During 1960	4,746	95	1,766	6,607
5. Expended to Date (Excluding Closed Out Contracts)	50,961	1,285	18,266	70,512
6. Less Major Nonparticipating Work for Other Agencies	414	- -	- -	414
Retained % on Contracts	1,538	- -	- -	1,538
7. Current Month Estimate	1,545	- -	- -	1,545
8. R/W Condemnation, etc., Unpaid on "As of" Date	- -	- -	620	620
9. Railroad Bills Rec'd but not Paid on "As of" Date	1	- -	- -	1
10. Utility Bills Rec'd but not Paid on "As of" Date	9	- -	- -	9
11. Total Amount Eligible for Federal Aid	53,640	1,285	18,886	73,811
12. Federal Aid Percentage Factor	90%	90%	90%	90%
13. Federal Share (Excluding Closed Out Contracts)	48,276	1,156	16,997	66,429
Federal Aid Collection Data:				
14. Collected Prior to 1960	47,450	457	12,621	60,528
15. Collected on Contracts Closed Out Prior to 1960	12,097	- -	57	12,154
16. Collected on Contracts not Closed Out Prior to 1960	35,353	457	12,564	48,374
17. Collected During 1960	4,509	11	1,311	5,831
18. Collected to Date (Excluding Closed Out Contracts)	39,862	468	13,875	54,205
19. Uncollected Federal Aid (Line 13 Minus Line 18)	8,414	688	3,122	12,224
20. Uncollected Federal Aid Vouchered on "As of" Date	1,064	- -	- -	1,064
21. Unbilled Accrued Costs	7,350	688	3,122	11,160

RECORD OF EXPENDITURES AND FEDERAL AID COLLECTIONS
FOR
REPORT OF ACCRUED COSTS ON FEDERAL-STATE PROGRAM

(Instructional Memorandum 30-2-60)

Federal System Primary "As of" Date April 30, 1960 Reporting Date May 26, 1960

	Construction		Prel. Eng. (2% of Const.)	Right of Way	Totals
	A.B.C.	"D"			
Total Expenditure Data:			(In Thousand Dollars)		
1. Expended Prior to 1960	17,706	3,516	424	2,509	24,155
2. Expended on Contracts Closed Out Prior to 1960	3,712	--	--	64	3,776
3. Expended on Contracts not Closed Out Prior to 1960	13,994	3,516	424	2,445	20,379
4. Expended During 1960	1,025	129	23	208	1,385
5. Expended to Date (Excluding Closed Out Contracts)	15,019	3,645	447	2,653	21,764
6. Less Major Nonparticipating Work for Other Agencies	--	--	--	--	--
Retained % on Contracts	427	16	--	--	443
7. Current Month Estimate	284	--	--	--	284
8. R/W Condemnation, etc., Unpaid on "As of" Date	--	--	--	100	100
9. Railroad Bills Rec'd but not Paid on "As of" Date	--	--	--	--	--
10. Utility Bills Rec'd but not Paid on "As of" Date	20	--	--	--	20
11. Total Amount Eligible for Federal Aid	15,750	3,661	447	2,753	22,611
12. Federal Aid Percentage Factor	60%	--	60%	60%	--
13. Federal Share (Excluding Closed Out Contracts)	9,450	3,373	268	1,652	14,743
Federal Aid Collection Data:					
14. Collected Prior to 1960	9,742	2,851	46	759	13,398
15. Collected on Contracts Closed Out Prior to 1950	2,240	--	--	28	2,268
16. Collected on Contracts not Closed Out Prior to 1960	7,502	2,851	46	731	11,130
17. Collected During 1960	682	144	10	37	873
18. Collected to Date (Excluding Closed Out Contracts)	8,184	2,995	56	768	12,003
19. Uncollected Federal Aid (Line 13 Minus Line 18)	1,266	378	212	884	2,740
20. Uncollected Federal Aid Vouchered on "As of" Date	57	142	--	--	199
21. Unbilled Accrued Costs	1,209	236	212	884	2,541

RECORD OF EXPENDITURES AND FEDERAL AID COLLECTIONS
FOR
REPORT OF ACCRUED COSTS ON FEDERAL-STATE PROGRAM

(Instructional Memorandum 30-2-60)

Federal System Urban "As of" Date April 30, 1960 Reporting Date May 26, 1960

	Construction		Prel. Eng. (2% of Const.)	Right of Way	Totals
	A.B.C.	"D"			
Total Expenditure Data:			(In Thousand Dollars)		
1. Expended Prior to 1960	4,651	1,414	121	2,238	8,424
2. Expended on Contracts Closed Out Prior to 1960	291	--	--	158	449
3. Expended on Contracts not Closed Out Prior to 1960	4,360	1,414	121	2,080	7,975
4. Expended During 1960	452	48	10	57	567
5. Expended to Date (Excluding Closed Out Contracts)	4,812	1,462	131	2,137	8,542
6. Less Major Nonparticipating Work for Other Agencies	--	--	--	--	--
Retained % on Contract	118	20	--	--	138
7. Current Month Estimate	245	--	--	--	245
8. R/W Condemnation, etc., Unpaid on "As of" Date	--	--	--	31	31
9. Railroad Bills Rec'd but not Paid on "As of" Date	1	--	--	--	1
10. Utility Bills Rec'd but not Paid on "As of" Date	--	--	--	--	--
11. Total Amount Eligible for Federal Aid	5,176	1,482	131	2,168	8,957
12. Federal Aid Percentage Factor	60%	--	60%	60%	--
13. Federal Share (Excluding Closed Out Contracts)	3,106	1,167	79	1,301	5,653
Federal Aid Collection Data:					
14. Collected Prior to 1960	2,123	1,011	8	1,276	4,418
15. Collected on Contracts Closed Out Prior to 1960	168	--	--	84	252
16. Collected on Contracts not Closed Out Prior to 1960	1,955	1,011	8	1,192	4,166
17. Collected During 1960	507	15	--	32	554
18. Collected to Date (Excluding Closed Out Contracts)	2,462	1,026	8	1,224	4,720
19. Uncollected Federal Aid (Line 13 Minus Line 18)	644	141	71	77	933
20. Uncollected Federal Aid Vouchered on "As of" Date	156	--	--	--	156
21. Unbilled Accrued Costs	488	141	71	77	777

RECORD OF EXPENDITURES AND FEDERAL AID COLLECTIONS
FOR
REPORT OF ACCRUED COSTS ON FEDERAL-STATE PROGRAM

(Instructional Memorandum 30-2-60)

Federal System Secondary (State) "As of" Date April 30, 1960 Reporting Date May 26, 1960

	Construction		Prel. Eng. (2% of Const.)	Right of Way	Totals
	A.B.C.	"D"			
Total Expenditure Data:	(In Thousand Dollars)				
1. Expended Prior to 1960	8,903	1,620	210	823	11,556
2. Expended on Contracts Closed Out Prior to 1960	1,550	--	--	60	1,610
3. Expended on Contracts not Closed Out Prior to 1960	7,353	1,620	210	763	9,946
4. Expended During 1960	436	2	9	67	514
5. Expended to Date (Excluding Closed Out Contracts)	7,789	1,622	219	830	10,460
6. Less Major Nonparticipating Work for Other Agencies	--	--	--	--	--
Retained % on Contract	189	--	--	--	189
7. Current Month Estimate	276	--	--	--	276
8. R/W Condemnation, etc., Unpaid on "As of" Date	--	--	--	49	49
9. Railroad Bills Rec'd but not Paid on "As of" Date	--	--	--	--	--
10. Utility Bills Rec'd but not Paid on "As of" Date	1	--	--	--	1
11. Total Amount Eligible for Federal Aid	8,255	1,622	219	879	10,975
12. Federal Aid Percentage Factor	60%	--	60%	60%	--
13. Federal Share (Excluding Closed Out Contracts)	4,953	1,376	131	527	6,987
Federal Aid Collection Data:					
14. Collected Prior to 1960	5,110	1,294	20	301	6,725
15. Collected on Contracts Closed Out Prior to 1960	937	--	--	31	968
16. Collected on Contracts not Closed Out Prior to 1960	4,173	1,294	20	270	5,757
17. Collected During 1960	413	59	8	47	527
18. Collected to Date (Excluding Closed Out Contracts)	4,586	1,353	28	317	6,284
19. Uncollected Federal Aid (Line 13 Minus Line 18)	367	23	103	210	703
20. Uncollected Federal Aid Vouchered on "As of" Date	93	--	--	--	93
21. Unbilled Accrued Costs	274	23	103	210	610

RECORD OF EXPENDITURES AND FEDERAL AID COLLECTIONS
FOR
REPORT OF ACCRUED COSTS ON FEDERAL-STATE PROGRAM

(Instructional Memorandum 30-2-60)

Federal System Secondary (County Roads) "As of" Date April 30, 1960 Reporting Date May 26, 1960

	Construction		Prel. Eng. (2% of Const.)	Right of Way	Totals
	A.B.C.	"D"			
Total Expenditure Data:	(In Thousand Dollars)				
1. Expended Prior to 1960	8,594	1,473	--	--	10,067
2. Expended on Contracts Closed Out Prior to 1960	5,848	--	--	--	5,848
3. Expended on Contracts not Closed Out Prior to 1960	2,746	1,473	--	--	4,219
4. Expended During 1960	540	15	--	--	555
5. Expended to Date (Excluding Closed Out Contracts)	3,286	1,488	--	--	4,774
6. Less Major Nonparticipating Work for Other Agencies	26	15	--	--	41
Retained % on Contract Payments	99	--	--	--	99
7. Current Month Estimate	--	--	--	--	--
8. R/W Condemnation, etc., Unpaid on "As of" Date	--	--	--	--	--
9. Railroad Bills Rec'd but not Paid on "As of" Date	--	--	--	--	--
10. Utility Bills Rec'd but not Paid on "As of" Date	--	--	--	--	--
11. Total Amount Eligible for Federal Aid	3,359	1,473	--	--	4,832
12. Federal Aid Percentage Factor	60%	--	--	--	--
13. Federal Share (Excluding Closed Out Contracts)	2,015	1,224	--	--	3,239
Federal Aid Collection Data:					
14. Collected Prior to 1960	4,995	1,176	--	--	6,171
15. Collected on Contracts Closed Out Prior to 1960	3,470	--	--	--	3,470
16. Collected on Contracts not Closed Out Prior to 1960	1,525	1,176	--	--	2,701
17. Collected During 1960	423	34	--	--	457
18. Collected to Date (Excluding Closed Out Contracts)	1,948	1,210	--	--	3,158
19. Uncollected Federal Aid (Line 13 Minus Line 18)	67	14	--	--	81
20. Uncollected Federal Aid Vouchered on "As of" Date	--	--	--	--	--
21. Unbilled Accrued Costs	67	14	--	--	81

REPORT OF ACCRUED COSTS ON FOREST & OTHER F.A. HIGHWAY SYSTEMS

April 30, 1960

Forest Highways:

Canyon City-Sheep Gulch	12-1304	$ 7,906.23
Federal Share Percentage Factor		100%
Federal Share Vouchered to Date		- -

FLH-3(17)

Burns Jct.	123-1086	$ 15,188.73
Retained % on Contract Payment		1,350.13
Federal Share Percentage		89.46%
Federal Share		14,795.00
Federal Share Vouchered to Date		13,160.00
Unbilled Balance		1,635.00

Highway Planning Survey

HPS-1(21) Expended to April 30, 1960	$281,098.00
Federal Share Percentage Factor	81%
Federal Share	227,689.38
Federal Share Vouchered to Date	155,034.00
Unbilled Balance	$ 72,655.38

RECEIVED
MAR 1960
FOR FILING

FLH 3(17)
1256(3)
5554

When replying, refer to:
08-33.4-OA

408 State Highway Building
Salem, Oregon

March 16, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project FLH-3(17), Burns
Junction Section - Malheur County
Order for State Force Work
Estimated Cost - $350
100% Federal Participation

Dear Sir:

Reference is made to your letter dated March 11, 1960 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-4.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

Very truly yours,

C. G. Polk
Division Engineer

Edw Baxter

RECEIVED
MAR 15 1960
FOR FILING
FLH-3(17)
S-256(3)
5556

A

March 11, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 1, Account No. 274 covering directional signing on the Burns Junction Section of the I.O.N. Highway in Malheur County, Contract No. 5556, in connection with Federal Aid Project No. FLH-3(17).

This work is necessary for the direction and guidance of traffic. It does not include warning signs, lights and barricades required of the contractor for the protection of traffic and workmen. The contractor is not equipped to do this work, while the State has experienced crews and special equipment to do the work most economically. The amount is too small to be done by separate contract.

Your approval of this order, which covers only the I.O.N. Section of the project, on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total amount of the order is $350.00 with Federal participation of 100%.

Very truly yours,

W. C. Williams
State Highway Engineer

BY

Forrest Cooper
Deputy State Highway Engineer

DBP:jb
Enc.

A

RECEIVED
[illegible] 1960
FOR FILING
FLH-3(17)
S-256(3)
5556

February 25, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 1, Account No. 274, covering directional signing on the Burns Junction Section of the I.O.N. Highway in Malheur County, Contract No. 5556, in connection with Federal Aid Project No. FLH-3(17), S-256(3).

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workmen. The contractor is not equipped to do this work. The State has special equipment and experienced crews. Materials are purchased on the open market through competitive bids. The amount is too small to be done by separate contract.

Your approval of this order under the provisions of PPM 21-6.3 on the basis of actual cost is requested.

The total amount of the order is $400.00 with Federal participation of $240.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Enc.

RECEIVED
FEB 26 1960
FOR FILING
FLH-3(17)
S-256(3)
5556

A

February 23, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Burns Junction Section of the I.O.N. Highway in Malheur County, Contract No. 5556, in connection with Federal Aid Project No. FLH-3(17) and S-256(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:jb
Enc.

Contract 5556

12-16-59 A

RECEIVED
DEC 1959
FOR FILING

Monthly Transaction No. 12-54	Form -2 (9-1. 7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te egon
Project Report No. FLH 3(17) 5552	**FEDERAL-AID PROJECT AGREEMENT**	County **Malheur**
		Project No. **FLH-3(17)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **Approximately 5.0 miles north to 0.5 mile north of N. end FLH-3(16). (Burns Junction Section)**

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering	-----	
Rights-of-Way		
Construction	10-16-59	4.4
Other (*Specify*)		

FUNDS

Estimated total cost of project $ **82,251**	Federal funds $ **82,251**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Forrest Cooper
~~Deputy~~ State Highway Engineer
(title)

By ______________________
(title)

By ______________________
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **December 16, 1959**

December 15, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Burns Junction Section, Project No. FLH-3(17).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Encs.

RNC:mm

November 23, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Burns Junction Section, Project No. FLH-3(17).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sm

Enc.

Oregon State Highway Department

Federal Aid
Project No. FLH-3(17)

BURNS JUNCTION SECTION
OF THE I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 23, 1959

Type Code 6201
Roadway (Sta. 2763+63 to Sta. 2998+31.9) (Contract No. 5556)

Clearing and Grubbing	All Required	(90%)	$ 450.00
Special Borrow Excavation, Unclassified	2,340 cu. yds.	0.60	1,404.00
General Excavation, Unclassified	1,060 cu. yds.	1.75	1,855.00
Blade Grader	70 hours	12.50	875.00
48 Inch Corrugated Metal Pipe	8 lin. ft.	30.00	240.00
3/4"-0 Material in Shoulders	1,960 cu. yds.	2.60	5,096.00
Sprinkling	130 M-Gal.	2.50	325.00
Asphaltic Concrete Mixture	9,100 tons	4.25	38,675.00
Asphalt in Mixture	536 tons	43.00	23,048.00
RS-1 Asphalt	10 tons	55.00	550.00
Guide Posts, Type W-2	118 only	7.00	826.00
			$73,344.00
Flagging (57½% of Contractor's Cost)	All Required		1,080.00
Signing	All Required		350.00
	Subtotal		$74,774.00
	10% Engr. & Cont.		7,477.00
	Total		$82,251.00

Length of Project	4.443 Mile
Cost of Project Per mile	$18,512.58

Federal Funds- $82,251.00

Oregon State Highway Department

Federal Aid
Project No. FLH-3(17)

BURNS JUNCTION SECTION

OF THE I. O. N. HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 24, 1959

Type Code 6201
Roadway (Sta. 2763+63 to Sta. 2998+31.9)

Clearing and Grubbing (90%)	All Required		$ 450.00
Special Borrow Excavation, Unclassified	2,340 cu. yds.	$1.20	2,808.00
General Excavation, Unclassified	1,060 cu. yds.	1.70	1,802.00
Blade Grader	70 hours	15.00	1,050.00
48-inch Corrugated Metal Pipe	8 lin. ft.	30.00	240.00
3/4" - 0 Material in Shoulders	1,960 cu. yds.	3.50	6,860.00
Sprinkling	130 M-gals.	5.00	650.00
Asphaltic Concrete Mixture	9,100 tons	5.60	50,960.00
Asphalt in Mixture	536 tons	40.00	21,440.00
RS-1 Asphalt	10 tons	75.00	750.00
Guide Posts, Type W-2	118 only	6.50	767.00
			$87,777.00
Flagging (57½% of Contractor's Cost)	All Required		1,080.00
Signing	All Required		350.00
	Subtotal		$89,207.00
	10% Engr. & Cont.		8,920.70
	Total		$98,127.70

Length of Project	4.443 Mile
Cost of Project per Mile	$22,085.91

Federal Funds -	$95,000.00
State Funds -	3,127.70
	$98,127.70

Contract 5556

12-16-59

RECEIVED
DEC 1959
FOR FILING

Monthly Transaction No. 12-33	For -2 (9- 7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
Project Report No. FLH-3 3(17) S-256(3) 5556	**FEDERAL-AID PROJECT AGREEMENT**	County **Malheur**
		Project No. **S-256(3)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **Approximately 0.9 mile north to Jct. with N. end FLH-3(17) and from S. end FLH-3(17) to N. end FLH-3(16). (Burns Jct. Section)**

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	------	
Rights-of-Way		
Construction	4-17-59	0.5
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 9,754	Federal funds $ 5,900

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
Division Engineer

By: **R. C. Wright**
Administrative Manager

Date executed by Division Engineer **December 16, 1959**

USComm-DC 40257

December 15, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Burns Junction Section, Project No. S-256(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

RNC:sm

November 23, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Burns Junction Section, Project No. S-256(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:cr

Oregon State Highway Department

Federal Aid
Project No. S-256(3)

BURNS JUNCTION SECTION OF THE I.O.N. HIGHWAY

IN MALHEUR COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 23, 1939

Type Code 6201
Roadway (Sta. 2737+22.8 to Sta. 2763+63)(Contract No. 5556)

Clearing and Grubbing	All	Required (10%)		$ 50.00
Special Borrow Excavation, Unclassified	1,130	cu.yds.	$ .60	678.00
Blade Grader	10	hours	12.50	125.00
3/4" - 0 Material in Shoulders	240	cu.yds.	2.60	624.00
Sprinkling	10	M-gals.	2.50	25.00
Asphaltic Concrete Mixture	1,000	tons	4.25	4,250.00
Asphalt in Mixture	64	tons	43.00	2,752.00
RS-1 Asphalt	2	tons	55.00	110.00
Guide Posts, Type W-2	12	only	7.00	84.00
				$8,698.00
Flagging (57½% of Contractor's Cost)	All	Required		120.00
Signing	All	Required		50.00
	Subtotal			$8,868.00
	10% Engr. & Cont.			886.00
	Total			$9,754.00

Length of Roadway . . . . 0.500 mile
Cost of Roadway per mile $19,509.60

Federal Funds. $5,900.00

State Funds 3,854.00

$9,754.00

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939

State Funds for Maint.: Chap. 529, laws, 1939

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FLH 3(17)
S 256(3)
5556

December 8, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on December 4, 1959, on Contract No. 5556, Burns Junction Section, in Malheur County, in connection with Federal Aid Project Nos. FLH-3(17) and S-256(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

A

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FOR FILING

Fin 3(17)

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5556

FORM 2-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 25, 1959

J. C. Compton Co.,
P. O. Box 86
McMinnville
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

Contract #5556, awarded November 5, 1959, for grading-paving the Burns Jct. Section of the I.O.N. Secondary Highway in Malheur County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
1959

FOR FILING

FLH-3(17)
S 256(3)
5556

When replying, refer to:
08-35.4-0

408 State Highway Building
Salem, Oregon

November 5, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5556 for Oregon Project FLH-3(17), Burns Junction Section, I.O.N. Highway, to J. C. Compton Company of McMinnville, Oregon, low bidder in the total amount of $82,042.00 for this project and Project S-256(3) at the November 3, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

Orig to Porter

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NOV -5 1959
FOR FILING

FLH-3(17)
[illegible])
5556

November 5, 1959

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5556 for grading and paving on the Burns Junction Section of the I.O.N. Highway in Malheur County.

This award was based on your bid of $82,042.00, which was the low bid submitted to the Commission on November 3, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms
cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC

RECEIVED
[illegible]
~~FOR FILING~~
FLH 3(17)
S-256(2)
555C

When replying, refer to
08-35.4

408 State Highway Bldg.
Salem, Oregon

October 16, 1939

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project No. FLH - 3(17)
Burns Junction Section of I.O.N.
Highway, Malheur County

Dear Sir:

We have today approved P. S. and E. documents, subject project. This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

NOTED
FORREST COOPER

24-3603 Stores Warehouse at Hwy. 1959
Dept. Shop Area in East
#5557 Salem

RECEIVED
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FOR FILING
2d 36r3

5557

November 2, 1960

U. S. Fidelity & Guaranty Co.
201 Portland Trust Bldg.
Portland, Oregon

Attention: Mr. Lotus H. Conser
Manager

Gentlemen:

A letter, dated November 1, has been received from Elfstrom & Eyre, Inc., Salem, informing us that they have received payment from Richard L. Martin, Inc., in the amount of $2,225.25 for materials furnished on State Highway Contract No. 5557. They indicated a balance of $99.75 which is to be paid when the contractor has received final payment on this contract.

Our records indicate this to be the Richard L. Martin, Inc., contract for the construction of the stores warehouse building in Salem, Marion County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Mark Farris
Education Center Building
Portland, Oregon

Richard L. Martin, Inc.
220 Foothills Drive
Oswego, Oregon

NOTED ON CARD
dc

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

RECEIVED
NOV - 3 1960
FOR FILING
24-3603
5557

November 2, 1960

Elfstrom & Eyre, Inc.
260 Liberty S. E.
Salem, Oregon

Attention: Mr. Ralph M. Eyre

Gentlemen:

This is to acknowledge receipt of your letter of November 1 informing us that you have received a payment from Richard L. Martin, Inc., in the amount of $2,325.25 for materials furnished on our Contract No. 5557 with Richard L. Martin, Inc., for the Stores Warehouse Building, Salem.

You also state that there is a balance remaining of $99.75 which is three percent of the contract that is withheld until final payment.

This information will be noted in our records and we will advise the surety and the contractor regarding the receipt of your letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
de

ELFSTROM & EYRE INC.

EMpire 2-2493 | 260 LIBERTY S.E. ► SALEM, OREGON

November 1, 1960

State Highway Department
State of Oregon
Salem, Oregon

Attn: Mr. Floyd Query

Gentlemen:

This is to advise you that we have received a payment from Richard L. Martin, Inc. in the amount of $2,325.25 on our contract for work under State Highway Contract #5557.

This pays his account with the exception of $99.75, which is 3% of the contract that is withheld until final payment.

Very truly yours,

ELFSTROM & EYRE, INC.

Ralph M. Eyre
Ralph M. Eyre

RME:vp

Cic, please reply

RECEIVED
NOV - 2 1960
OREGON
STATE HIGHWAY COMMISSION

ELFSTROM & EYRE
SALEM, OREGON
4 SPECIALIZED DEPARTMENTS

RECEIVED
NOV - 2 1960

FOR FILING

[illegible]

5557

November 2, 1960

US Fidelity & Guaranty Co.,
201 Portland Trust Bldg.,
Portland 4
Oregon

Gentlemen:

State Highway contract #5557 for construction of the stores warehouse at the Salem Shops, Marion County, was completed by the contractor, Richard L. Martin, Inc., on September 12, 1960, and was formally accepted by the Highway Commission on September 29, 1960.

Final payment in the amount of $8,329.92 will be released to the contractor on or after November 12, 1960. The total contract amount is $270,140.42, of which amount $182.38 represents force account items.

You have been previously notified that a claim has been filed against this contract.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

RECEIVED
OCT 31 1960
FOR FILING

34-3603

5557

October 28, 1960

Elfstrom & Eyre, Inc.
260 Liberty S. E.
Salem, Oregon

Attention: Mr. Ralph M. Eyre

Gentlemen:

This is to acknowledge receipt of your letter of October 26 advising us that Richard L. Martin, Inc., owe you $2,425.00 for the installation of the acoustic tile ceilings and floor coverings furnished in connection with the Stores Warehouse building on the grounds of the Oregon State Highway Department, Salem. Our records indicate this to be State Highway Contract No. 5557 with Richard L. Martin, Inc.

This contract was completed September 12, 1960 and accepted by the State Highway Commission September 29, 1960. The U. S. Fidelity & Guaranty Company, through Mark Farris, Education Center Building, Portland, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

If you wish to protect your claim under the bond it should be filed with the Secretary of State within six months after the contract has been accepted by the Highway Commission. Attached are excerpts from the Oregon Laws outlining the filing procedure.

In the meantime this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD
dc

Enc.
CWH:fp

ELFSTROM & EYRE INC.

EMpire 2-2493 | 260 LIBERTY S.E. ► SALEM, OREGON

October 26, 1960

Mr. Floyd Query
Secretary of State Highway Commission
State of Oregon
Salem, Oregon

#5557

Dear Sir:

This is to advise you of the amount of money that we have due us from Richard L. Martin, Inc., general contractor for the Stores Warehouse building on the grounds of the Oregon State Highway Department.

Our contract was for the installation of the acoustic tile ceilings and the floor coverings in the amount of $3325.00. On this contract we have received one payment in the amount of $900.00, which leaves a balance due of $2,425.00.

Very truly yours,

ELFSTROM & EYRE, INC.

Ralph M. Eyre
Ralph M. Eyre

Sec. please handle
-76

RME:vp

cc--Secretary of State
State of Oregon
Salem, Oregon

RECEIVED
OCT 28 1960
OREGON
STATE HIGHWAY COMMISSION

ELFSTROM & EYRE
SALEM, OREGON
4 SPECIALIZED DEPARTMENTS

RECEIVED
OCT 31 1960
FOR FILING

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5557

41

October 28, 1960

U. S. Fidelity & Guaranty Company
201 Portland Trust Building
Portland, Oregon

Attention: Mr. Lotus H. Conser
Manager

Gentlemen:

A letter, dated October 26, has been received from Elfstrom & Eyre, Inc., Salem, advising that Richard L. Martin, Inc., owe them $2425.00 for installation of the accoustic tile ceilings and floor coverings in connection with the construction of our stores warehouse building, Salem, in Marion County.

This appears to be our Contract No. 5557 with Richard L. Martin, Inc.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Mark Farris
Education Center Building
Portland, Oregon

Richard L. Martin, Inc.
220 Foothills Drive
Oswego, Oregon

Commission
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD
de

RECEIVED
OCT [illegible] 1960
FOR FILING

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

14-3613
5557

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 11,1960

Grinell Company
3240 N.W. 29th Ave.
Portland 10, Oregon

Attention: Fire Protection Division

Re: O.I.R.B. limited approval of the sprinkler system for the Salem Stores Warehouse Building. Contract 5557, Richard L. Martin, General, Contractor.

Gentlemen:

The matter of the Oregon Insurance Rating Bureau limited approval of the sprinkler system, due to combustable insulation wraping on the heat ducts in the attic area of the office section, was taken up with Mr. P.M. Stephenson, Asst. Highway Engineer. It was his decision to accept the limited approval of the O.I.R.B. and release you from the terms of the contract thate say you must have the Rating Bureaus full approval. You designed and installed the sprinkler system with the understanding that no combustable materials would be in this area, so you can not be held responsible.

The letter of September 22,1960 from the O.I.R.B. will be accepted as their inspection report for the building.

Very truly yours,

Luther L. Jensen
Resident Bridge Engineer

Arthur A. Gottfried
by Arthur A. Gottfried
Asst. Resident Engineer

cc: Richard L. Martin
P.M. Stephenson
I.D. Merchant
J.D. Walker

RECEIVED
OCT 1[illegible] 1960
OFFICE OF
[illegible] ENGINEER

NOTED
P. M. STEPHENSON

AUTOMATIC
SPRINKLER SYSTEMS
GRINNELL
DIAPHRAGM VALVES
PIPE HANGERS
AND SUPPORTS

GRINNELL COMPANY
OF OREGON
EXECUTIVE OFFICES PROVIDENCE, R.I.
1240 N. W. 29TH AVENUE
PORTLAND 10, OREGON

PIPE, FITTINGS AND
VALVES
PLUMBING AND HEATING
MATERIAL
PREFABRICATED PIPING
AND SUPPLIES

IN REPLY REFER TO -

CApitol 3-7101

September 29, 1960

Re: Oregon State Hwy. Dept. Warehouse
Salem, Oregon
Our 25-FP-248
Richard L. Martin, General Contractor

State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. Arthur Gottfried

Gentlemen:

We have received a copy of the Oregon Insurance Rating Bureau's letter dated September 22nd on the subject installation. The O.I.R.B. letter indicates that the system has been approved as installed with the exception of the attic space over the office section, and that in this area combustible wrapping has been installed on the insulation of the duct work which would require sprinklers in this area.

In our discussions with the State of Oregon engineers, who were preparing plans for original bids, we indicated to them that should no combustible material be installed in this area, sprinklers would not be required. At that time we were advised that it was their intention to have the plans and specifications so drawn so as to eliminate combustible materials in this area.

At a later date when the plans and specifications were published for bidding, this point again came to our attention, and by studying the specifications, particularly Page 32 Unit Insulation, and the various other places in the specifications, we determined that it was the owners' intent, in accordance with the specifications, that no combustible material be installed in this area. Consequently, our bid was based on this, our quotation reflected the lack of these additional heads, and our plans were drawn and approved on this basis.

We are now advised that the "Insulation Wrapping" is combustible and that prior to issuing a letter of approval, the Rating Bureau will require additional sprinklers in this area. Because of the facts mentioned above, we feel that should additional sprinklers be required, we will be entitled to additional monies to cover the installation.

We trust you will agree with our contention regarding these additional sprinklers and that we may hear from you in the immediate future regarding your decision on this matter.

Very truly yours,

GRINNELL COMPANY OF OREGON

J. S. Putnam
Contracting Engineer

JSP:ce
cc: Richard L. Martin

A. J. SNOW, MANAGER
LESTER L. LARGE, ASST. MANAGER

Oregon INSURANCE RATING BUREAU
DIVISION OF PACIFIC FIRE RATING BUREAU
731 SW OAK STREET · P. O. BOX 70 · PORTLAND 7, OREGON

WOODWORKER AND
SPRINKLERED RISK DEPT.

September 22, 1960

State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. Arthur Gottfried

Gentlemen:

We have inspected the above-ground portion of the automatic sprinkler equipment installed by Grinnell Company of Oregon in your new Stores Warehouse in the shop yards at Salem. We find this equipment has been installed in accordance with the plans submitted which bear the limited approval of this office. We also find that sprinkler protection has not been extended to the attic space over the office section where combustible wrapping has been installed on the insulation of an extensive duct system. The standards of this office prescribe sprinkler protection for such areas.

Pressure and flush tests on the underground mains supplying this equipment were witnessed by others, as was the hydrostatic test on the overhead piping. As the latter was not connected to the supply mains during our inspection, operating and alarm tests are being deferred until we are advised that full protection and occupancy are established.

Yours very truly,

D. R. Packard
Surveyor

DRP/ds

cc: Grinnell Company of Oregon

RECEIVED
OCT 10 1960
FOR FILING

24-3603

5557

October 7, 1960

US Fidelity & Guaranty Co.,
201 Portland Trust Bldg.,
Portland 4
Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Richard L. Martin, Inc., on contract #5557 for construction of the stores warehouse at the Salem Shops, Marion County.

This payment, in the amount of $21,859.77, will be released to contractor on or after October 17, 1960. The retained percentage is $8,097.23.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

RECEIVED
[illegible] 1959
FOR FILING
[illegible]
5557

A

FORM E-128

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 25, 1959

Richard L. Martin, Inc.,
220 Foothills Drive
Oswego
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

Contract #5557, awarded November 5, 1959, for construction of Stores Warehouse in Salem Shops, Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

4

RECEIVED
NOV - 5 1959
FOR FILING

24-2-32

5551

November 5, 1959

Richard L. Martin Company
P. O. Box 482
Oswego, Oregon

Dear Mr. Martin:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5551 for construction of the stores warehouse at the Highway Department Shop area in East Salem, Marion County.

This award was based on your bid of $270,250.00 which was the low bid submitted to the Commission on November 3, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
SEP 23 1959
FOR FILING

24 3603

5557

Salem, Oregon
September 22, 1959

Mr. W. C. Williams
State Highway Engineer
Office

Several months ago, approval was received from the Highway Commission to proceed with plans for the replacement of the two storeroom buildings at the Salem Shops. The plans and specifications are now complete, and we are ready to contract for the construction of the building.

The building as designed is a modern-type warehouse with concrete walls and roof. The warehouse portion of the building is of fireproof construction in that it has no windows and is equipped with a sprinkler system.

The estimated cost of the building is $331,000, which includes the removal of the two storeroom buildings, an open storage shed, and the Shop Superintendent's Office. The estimate also includes engineering and contingencies.

Permission is requested to advertise this project and open bids at the November 3 letting.

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

RECEIVED
MAY 20 1959
FOR FILING

24-3603

3557

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 19, 1959

SUBJECT: Proposed Location of New Storeroom, Salem Shops

To:

Leo Brunell
Equipment Superintendent

Shops

After inspecting the proposed location of the new storeroom with you and Mr. Carpenter last week I discussed the matter with Mr. Stephenson and pointed out to him the need for parking space adjacent to the south side of the shop building.

The present plan is for a 60' street between the two buildings on the north and a 100' space between the two buildings south of the new storeroom. It appears that the large deliverytrucks have no difficulty in the present street south of the present storeroom which is 75' wide. It was suggested, therefore, that the street north of the new building be made 75' wide and the street south of the new building be made 85' wide. Mr. Stephenson concurred in this recommendation in view of the advantages to future operations resulting from the additional parking area adjacent to the old shop.

When the new storeroom is built it will probably be necessary to move the 4" water hydrant and hose reel located north of Building #15. Also approximately 15' of the old "bull pen" in the north end of Building #15 will have to be removed to open up the 75' street contemplated. In the interim no work should be undertaken to improve the section of the old "bull pen" to be removed.

ORIGINAL SIGNED BY I. A. DE FRANCE

I. A. DeFrance
Maintenance Engineer

IAD:je

CC: P. M. Stephenson
Carl Schneider
Horton Hughlett

NOTED
P. M. STEPHENSON

RECEIVED
MAY 19 1959
OFFICE OF
STATE HIGHWAY ENGINEER

I-5-6(15) NE Glisan St.-SE Main St. 1959
301 Unit of E. Bank Freeway
#5558 (Bldg. demolition proj.)

Contract 5558 1-17-61

Monthly Transaction No. RECEIVED JAN 30 1961 1-73	Fo R-2 (9 -57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	tate **Oregon**
Project Report No. FOR FILING	**FEDERAL-AID PROJECT AGREEMENT**	County **Multnomah**
		Project No. **I-5-6(15)301**

I-5-6(15)301
5599

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Russell St. to North End I-5-6(12)300
(Russell St.-Harbor Drive Section) (Portland)

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	7-2-59	1.8
Other (*Specify*)		

FUNDS

Estimated total cost of project $ 204,193	Federal funds $ 186,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ______

~~Deputy~~ **State Highway Engineer**
(title)

By ______
(title)

By ______
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
Division Engineer

By:
R. C. Wright
Administrative Manager

Date executed by Division Engineer **January 17, 1961**

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: January 10, 1961

CGPolk

FROM : C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

SUBJECT: Project Agreement

Attached are two copies of a proposed project agreement and one copy of approved detail estimate for the following project:

I-5-6(15)301	Russell St.-Harbor Drive Section

If the project agreement is satisfactory, it should be signed and returned to this office.

Attachment

NOTED
FORREST COOPER

RECEIVED
JAN 11 1961
[illegible]
ENGINEER

January 16, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by a Highway Official, for the East Bank Freeway Section, Project No. I-5-6(15)301.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Enc.

December 14, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the East Bank Freeway Section, Project No. I-5-6(15)301.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:sw

Encl.

Oregon State Highway Department	Federal Aid Project No. I-5-6(15)301

EAST BANK FREEWAY SECTION OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 14, 1960

Type Code Y004
Building Demolition (N. E. Glisan-S. E. Main Street Unit, Sta. 390+00 to 436+50) (Contract No. 5558)

Demolition of Buildings	All Required	$109,745.00
Work by City of Portland	All Required	4,600.00
		$114,345.00

Type Code Y004
Building Demolition (N. Page St.-S. E. Main St. Unit)(Sta. "L" 344+70 to Sta. "C" 438+50)(Contract No. 5674)

Demolition of Buildings	All Required	$ 69,785.00
Work by City of Portland	All Required	1,500.00
		$ 71,285.00
	Subtotal	$185,630.00
	10% Engr. & Cont.	18,563.00
	Total	$204,193.00

Length of Project - - - - - - - - - 1.799 Miles
Cost of Project Per Mile- - - - - $113,503.61

Federal Funds - - - - - - - - - - - - - - - - - -	Contract Est. - - -	$186,000.00
State Funds -		18,193.00
		$204,193.00

State Funds For Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds For Maint: Chap. 529, laws 1939

EAST BANK FREEWAY SECTION

PROJECT NO. I-5-6(15)301

Estimated cost of work by the City of Portland.

Materials		$1,300.00
Labor		2,790.00
Equipment		280.00
Miscellaneous		280.00
		$4,650.00
	USE	$4,600.00

Oregon State Highway Department

Federal Aid
Project No. I-5-6(15)301

EAST BANK FREEWAY SECTION OF THE

PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, March 25, 1960

Type Code Y004
Building Demolition (N. E. Glisan-S. E. Main Street Unit, Sta. 390+00 to Sta. 436+50)(Contract No. 5558)

Demolition of Buildings	All Required	$109,745.00
Work by City of Portland	All Required	4,600.00
		$114,345.00

Type Code Y004
Building Demolition (N. Page St.-S. E. Main St. Unit)(Sta. "L" 344+70 to Sta. "L" 344+70 to Sta. "C" 438+50)

Demolition of Buildings	All Required	$ 70,000.00
	Subtotal	$184,345.00
	10% Engr. & Cont.	18,434.00
	Total	$202,779.00

Length of Project - - - - - - - - - 1.799 Miles
Cost of Project Per Mile- - - - - $112,717.62

Federal Funds -	$186,000.00
State Funds -	16,779.00
	$202,779.00

Retained in Program Status

Work	Total Cost	Federal Funds
Building Demolition	$197,221.00	$182,000.00

EAST BANK FREEWAY SECTION

PROJECT NO. I-5-6(15)301

Estimated cost of work by the City of Portland.

Materials		$1,300.00
Labor		2,790.00
Equipment		280.00
Miscellaneous		280.00
		$4,650.00
	USE	$4,600.00

Oregon State Highway Department

Federal Aid
Project No. I-5-6(15)301

EAST BANK FREEWAY SECTION OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 29, 1959

Type Code Y004
Building Demolition (E. Burnside-S. E. Washington Unit, Sta. 405+00 to Sta. 419+00)

Demolition of Buildings	All Required	$107,000.00
	Subtotal	$107,000.00
	10% Engr. & Cont.	10,700.00
	Total	$117,700.00

Length of Project - - - - - - - - - 1.810 Miles
(Length of E. Burnside-
S. E. Washington Unit - 0.265Mile)
Cost of Project per Mile $444,150.94

Federal Funds -	$108,000.00
State Funds -	9,700.00
	$117,700.00

Retained in Program Status

Work: Demolition of Buildings

Federal Funds: $260,000.00

Oregon State Highway Department

Federal Aid
Project No. I-5-6(15)301

EAST BANK FREEWAY SECTION OF THE
PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 8, 1959

Type Code Y004
Building Demolition (N. E. Glisan-S. E. Main Street Unit, Sta. 390+00 to Sta. 436+50)

Demolition of Buildings	All Required	$143,750.00
	Subtotal	$143,750.00
	10% Engr. & Cont.	14,375.00
	Total	$158,125.00

Length of Project - - - - - - 1.810 Miles
(Length of N. E. Glisan-S.E. Main Street
Unit 0.881 Mile)
Cost of Project Per Mile- - - $87,361.87

Federal Funds -	$146,000.00
State Funds -	12,125.00
	$158,125.00

Retained in Program Status

Work: Demolition of Buildings
Total Cost: $241,875.00
Federal Funds: $222,000.00

Oregon State Highway Department

Federal Aid
Project No. I-5-6(15)301

EAST BANK FREEWAY SECTION OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 12, 1959

Type Code Y004
Building Demolition (N. E. Glisan-S. E. Main Street Unit, Sta. 390+00 to Sta. 436+50)

Demolition of Buildings	All Required	$123,750.00
	Subtotal	$123,750.00
	10% Engr. & Cont.	12,375.00
	Total	$136,125.00

Length of Project - - - - - - 1.810 Miles
(Length of N. E. Glisan-S. E. Main Street Unit 0.861 Mile)
Cost of Project per Mile- - - $75,207.18

Federal Funds -	$125,000.00
State Funds -	11,125.00
	$136,125.00

Retained in Program Status

Work: Demolition of Buildings
Total Cost: $263,875.00
Federal Funds: $243,000.00

Oregon State Highway Department

Federal Aid
Project No. I-5-6(15)301

EAST BANK FREEWAY SECTION OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate revised to include utility work. Not as a basis for project agreement.)

Salem, Oregon, March 3, 1960

Type Code Y004
Building Demolition (N. E. Glisan-S. E. Main Street Unit, Sta. 390+00 to Sta. 436+50) (Contract No. 5558)

Demolition of Buildings	All Required	$109,745.00
Work by City of Portland	All Required	4,600.00
	Subtotal	$114,345.00
	10% Engr. & Cont.	11,434.00
	Total	$125,779.00

Length of Project - - - - - - -	1.810 Miles
(Length of N.E. Glisan-S.E. Main Street Unit) - - - - - - - -	0.881 Mile
Cost of Project Per Mile- - - -	$69,491.16

Federal Funds -	$111,000.00
State Funds -	14,779.00
	$125,779.00

Retained in Program Status

Work: Demolition of Buildings
Total Cost: $279,281.00
Federal Funds: $257,000.00

EAST BANK FREEWAY SECTION

PROJECT NO. I-5-6(15)301

Estimated cost of work by the City of Portland.

Materials		$1,300.00
Labor		2,790.00
Equipment		280.00
Miscellaneous		280.00
		$4,650.00
	Use	$4,600.00

Oregon State Highway Department

Federal Aid
Project No. I-5-6(15)301

EAST BANK FREEWAY SECTION OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate revised to include additional utilities work. Not as a basis for project agreement.)

Salem, Oregon, April 6, 1960

Type Code Y004
Building Demolition (N. E. Glisan-S. E. Main Street Unit, Sta. 390+00 to Sta. 436+50)(Contract No. 5558)

Demolition of Buildings	All Required	$109,745.00
Work by City of Portland	All Required	4,600.00
		$114,345.00

Type Code Y004
Building Demolition (N. Page St.-S. E. Main St. Unit)(Sta. "L" 344+70 to Sta. "C" 438+50)

Demolition of Buildings	All Required	$ 70,000.00
Work by City of Portland	All Required	1,500.00
		$ 71,500.00
	Subtotal	$185,845.00
	10% Engr. & Cont.	18,584.00
	Total	$204,429.00

Length of Project - - - - - - - - 1.799 Miles
Cost of Project Per Mile- - - - - $113,634.79

Federal Funds -	$186,000.00
State Funds -	18,429.00
	$204,429.00

Retained in Program Status

Work	Total Cost	Federal Funds
Building Demolition	$197,221.00	$182,000.00

Mr. Williams

RECEIVED
17 1960
FOR FILING

NOTED
W. C. WILLIAMS

November 1, 1960

FINAL COST ANALYSIS

Building Demolition
Contractor: General Construction Co.
Resident Engineer: James Don

N. E. Glisan-S. E. Main
Contract No. 5558
1-S-6(15)301

Eastbank Freeway
Prefix No. 626-1040
Project: I-S6(15)301

Item 5558	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Demolition of Buildings	All	Lump	109,745.00	180,302.19	180,871.19	109,745.00
EWI Building Demolition					614.55	706.73
		Total from Bid Items			181,485.74	110,451.73
Receipts from sale of Salvage Material	All	All				89,337.50
					$181,485.74	$199,789.23

Gross Revenue	$ 199,789.23
Total Cost	181,485.74
Net Profit	$ 18,303.49

Net Profit equals 9.38% of Gross Revenue

DETAIL OF COST - Contract No. 5558

Labor:		
Labor Supervision	$ 7,554.84	
Labor	78,161.99	
Labor Insurance	21,086.34	
Health and Welfare	2,913.17	
Pensions	1,347.15	$ 111,063.49
Equipment Rental and Miscellaneous Expense:		
Equipment Rental, Owned	28,102.37	
Equipment Rental, Hired	1,866.28	
Gas, Oil and Grease	1,537.88	
Bond	640.47	
P.L. and P.D. Insurance	1,074.73	
Move In	325.21	
Small Tools and Miscellaneous Supplies	11,259.76	44,806.70
Subcontractors:		
Pioneer Construction Company	25,000.00	
J.F. Rogers	1.00	25,001.00
Force Account	614.55	614.55
TOTAL COST		$ 181,485.74

Remarks - Contract No. 5558

This was a "Federal Aid Interstate Project" calling for the demolition of seven buildings of brick, stone, masonry, concrete, reinforced concrete or wood frame construction, removal of piling, dolphins, piers, wharves and other water front structures and removal of 2,800 linear feet of railroad tracks and such other called for by the specifications and plans.

The north end of the project was at Station 390+00, which station is approximately 1600 feet north of the Burnside Bridge. The south end of the project was at Station 436+50, which station is at the junction of the proposed Eastbank Freeway with S.E. Main Street. The overall length of the project was 0.89 mile.

Bids were received November 3, 1959, awarded November 5, 1959 and the contractor started working November 16, 1959. Progress was very good with a large amount of salvage. The project was finished May 2, 1960.

Equipment used on the project: three floating derricks, tugboat, 10-B Bucyrus crane, Lorain truck crane, Linkbelt truck crane, Hough loader, Hyster Kerry Krane, floating pile-driver, D-8 tractor, three barges, two clam shells, jackhammer, pavement breaker, contrifugal pump, chain saw, three 10-yard dump trucks and miscellaneous tools.

Work on the project progressed very well with equipment in good shape and excellent supervision contributing to very good profit.

M.N. Juve
Chief Cost Analyst

By

H.R. Sturgis

RECEIVED
MAY 26 1960
FOR FILING
I-5-6 (15) 301

5558

May 26, 1960

Federal Insurance Co.,
Bonding Department
320 California St.,
San Francisco 4, California

Gentlemen:

State Highway contract #5558 for building demolition on the NE Glisan St.-SE Main St. Unit of the East Bank Freeway Section of Pacific Highway in Multnomah County was completed on May 2, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of $3,292.35 will be released to the contractor after acceptance by the Commission. The total contract amount is $110,451.73, of which amount $706.73 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Federal Insurance Co.,
C. A. Tomassene & Sons
1002 Cascade Bldg.,
Portland 4, Oregon

RECEIVED
[illegible] 1960
FOR FILING

I-5-6(15)[illegible]

5558

May 18, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on May 2, 1960, on Contract No. 5558, N. E. Glisan St.-S. E. Main St. Unit, East Bank Freeway Section, in Multnomah County, in connection with Federal Aid Project No. I-5-6(15)301.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

cc: Clarence G. Swenson

A

RECEIVED
MAY 11 1960
FOR FILING

I-5-6(15)301

5558

May 11, 1960

Federal Insurance Co.,
Bonding Department
320 California Street
San Francisco 4, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to General Construction Co., on contract #5558 for building demolition on the NE Glisan St.-SE Main St. Unit of the East Bank Freeway Section of Pacific Highway in Multnomah County.

This payment, in the amount of $16,619.76, will be released to contractor on or after May 21, 1960. The retained percentage is $3,292.35.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: Federal Insurance Co.,
C. A. Tomassene & Sons
1002 Cascade Bldg.,
Portland 4, Oregon

Form E-1—(Rev.)—

I 5-6 (13) 301
5558

A

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section N.E. Glisan St.-S.E. Main St. Unit East Bank Freeway
Highway Pacific County Multnomah
Contractor General Construction
Date of contract November 5, 1959
Date work started November 16, 1959
Project authorization $ 123,463.13
Exclusive of engineering $ 114,683.53

For Week Ending May 6, 1960
Kind of work Building Demolition
Section prefix 626-1040
Contract number 5558
Specified work days 100
Work days used 100
Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 115,101.50
Estimated per cent overrun or underrun 0 %
Per cent of contract completed, based on estimated cost 100 %
Engineering authorization $ 8,779.60
Engineering cost to date $ 8,361.63, 95.2 %
Date project was completed May 2, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
		DOES NOT APPLY				

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor finished project Monday, May 2.

Division Office accepted project May 3,1960.

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
MAY 9 1960
NOTED-- ☐ CE N ACE B ACE F S COE

Signed James Dod
James Dod, Resident Engineer
Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	5				

Men	4
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	2
Men and tractors	

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy	0	Project completed today.
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

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FOR FILING
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5558

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
March 14, 1960

SUBJECT: N.E. Glisan St.-S.E. Main St. Unit
East Bank Freeway
Contract: 5558
Prefix: 626-1040

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Fred Klaboe

Herewith is sketch to accompany Order for Extra Work No. 1 showing the excavation required to determine the adequacy of the foundation for the retaining wall at the Rudie Wilhelm Warehouse.

The following sequence of operations is anticipated:

1. Make excavation as indicated on the drawing as close to the wall as possible.
2. Send diver into the excavation and sluice material from below the wall with a hose until the timber piles and timber floor of the wall are exposed.
3. Have the diver core drill the timber and bring samples to the surface for examination.
4. Backfill as required.

Alfred A. Rear
Alfred A. Rear
Assistant Metropolitan Engineer

FAL 1904

AAR/lh
Encl.
cc: Forrest Cooper ✓
Ivan Merchant
James Don

NOTED

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

FIRST
A
R/W
Fill Slope
410
S. E.
P.C.
OAK ST.
Oak St. Sanitary Sewer
S. E.
P.S.
P.T.
Fire Main Inlet

FIRST
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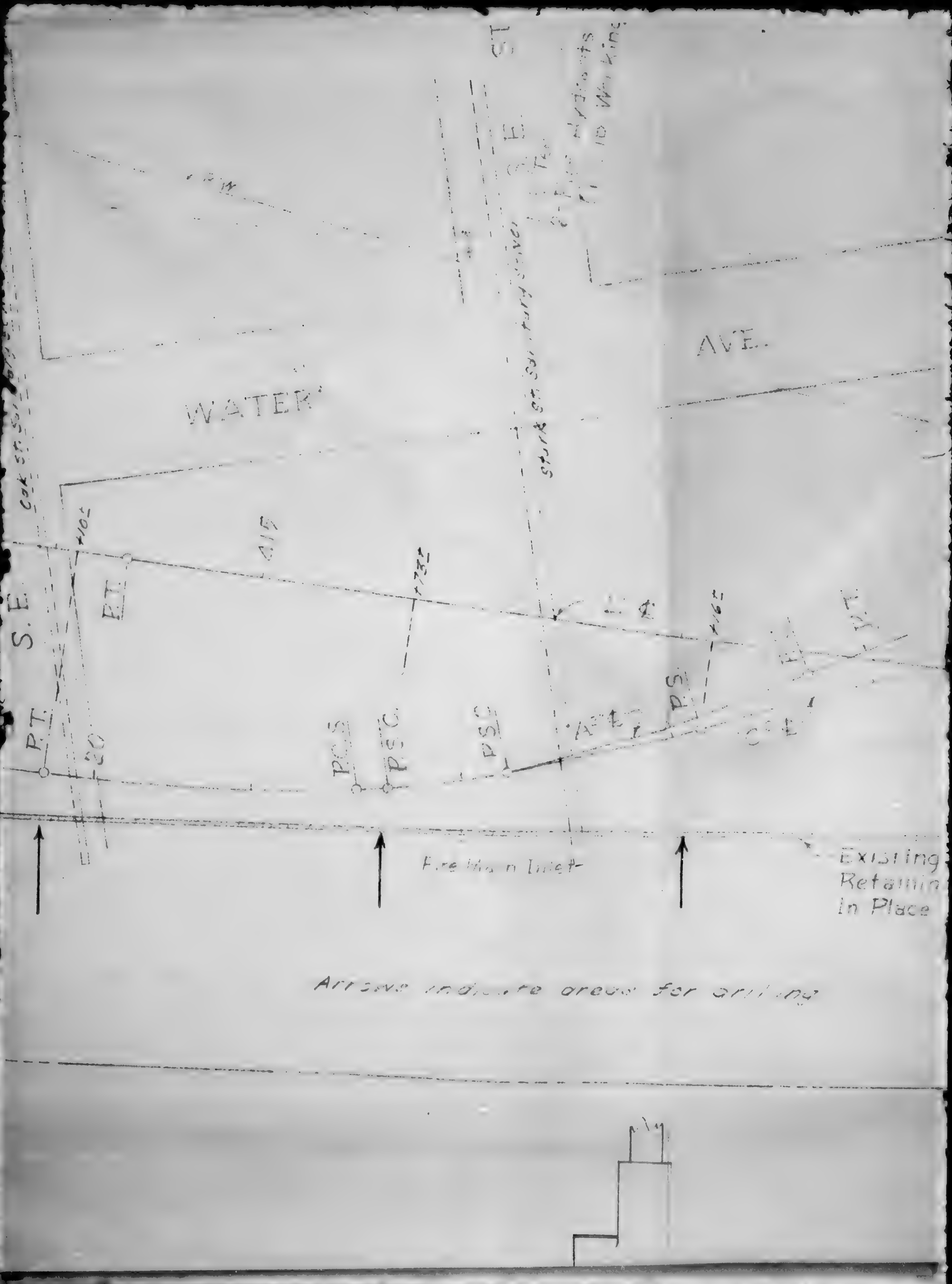
P.S.
Fire Main Inlet
S. E.
P.T.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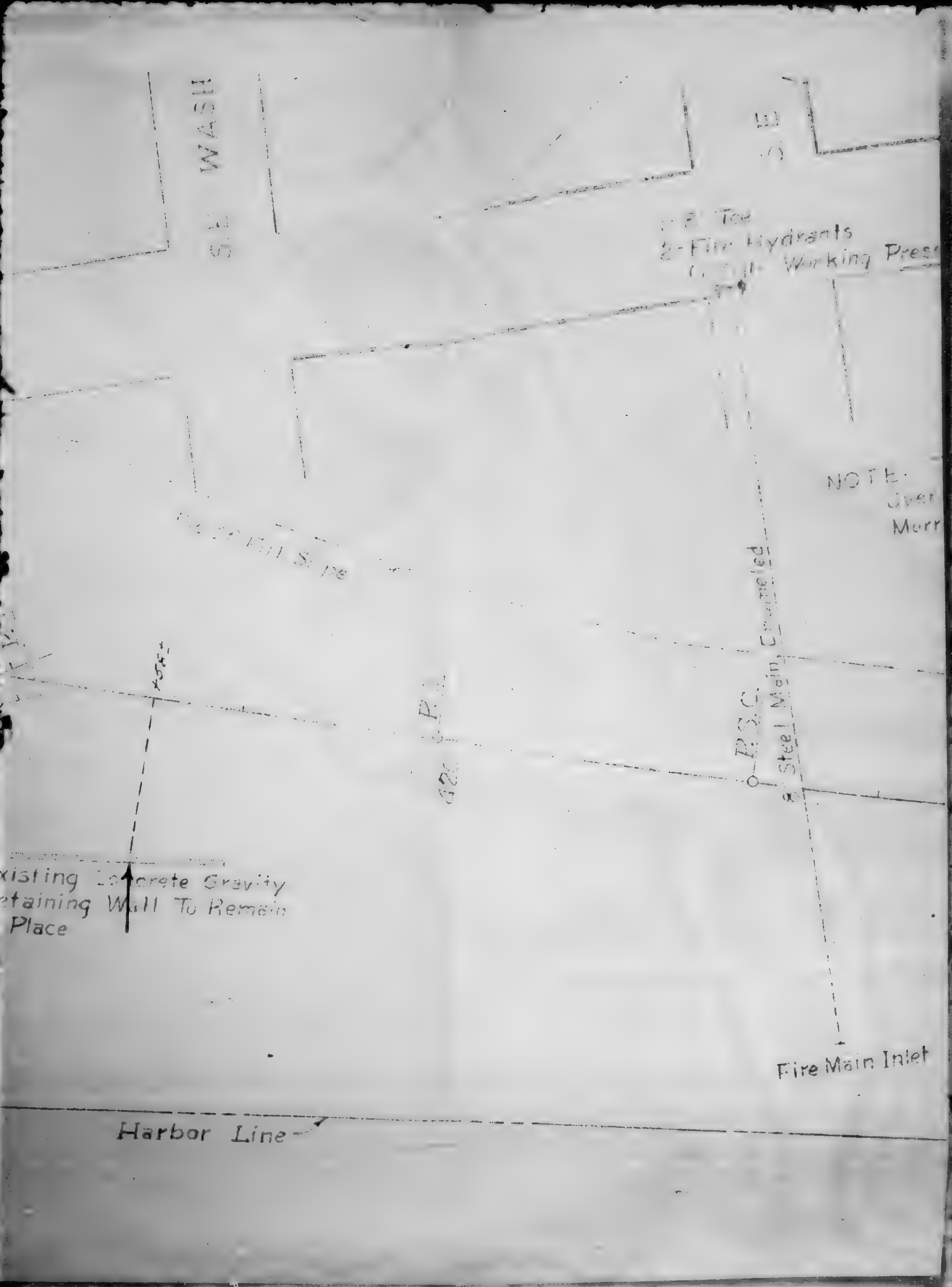
Arrows indicate areas for drilling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P.S.C.
Steel Main, Enameled
xisting Concrete Gravity
etaining Wall To Remain
Place
Fire Main Inlet
Harbor Line

3-Way 3½" Siamese Fittings With
Clapper On Inlet Ends Of Dry
Fire Mains.
Mooring Revels & Fireman
Ladders To Be Installed On Rip-
Rap At Each Fire Main Inlet.
Thickness Of 8" Steel Pipe To Be 0.

[illegible] A[illegible], F.W.O. #1
Project No. [illegible], Contract #5556
N.E. G[illegible] E. [illegible] St. [illegible]
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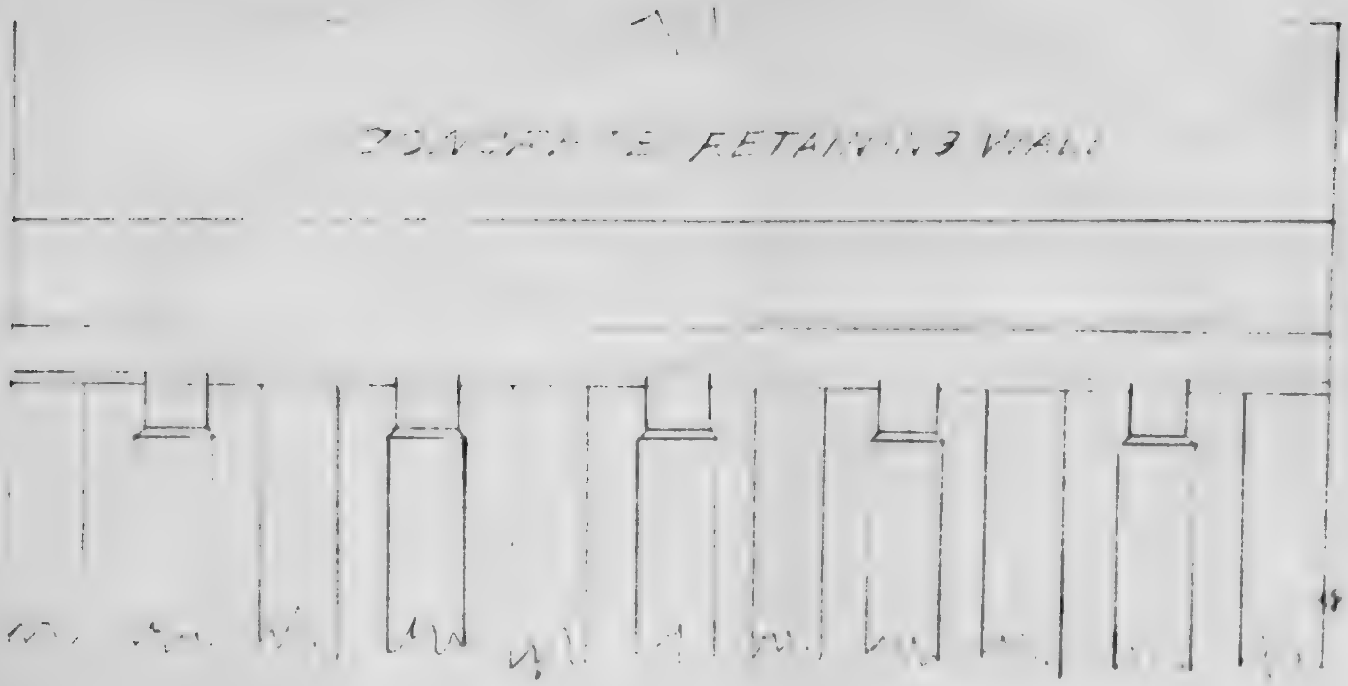
CONCRETE RETAINING WALL

FRONT ELEVATION

RECEIVED
MAR 9 1960
FOR FILING

I-5-6(15)301

5558

March 8, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering testing the piling and cap foundation of the retaining wall on the N. E. Glisan St.-S. E. Main St. Unit, East Bank Freeway Section of the Pacific Highway in Multnomah County, Contract No. 5558, in connection with Federal Aid Project No. I-5-6(15)301.

The retaining wall at the Rudie Wilhelm warehouse was intended to remain in place according to the plans for this project. It has been determined that the bottom of the wall is above low water level. Since the foundation of the wall is a wooden cap on pilings, deterioration is anticipated. Examination is necessary in order that the roadbed cross section can be adequately designed, and will require the service of a diver.

The work is requested on this project as the present contractor has the personnel and equipment except the diver, and will also remove the wall if necessary.

This work has been verbally approved by the BPR Highway and District Engineers.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Enc.

A

RECEIVED
MAR 9 1960

FOR FILING
I-5-6(15)301

5558

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
08-35.3

408 State Highway Bldg.
Salem, Oregon

March 7, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-6(15)301
East Bank Freeway (NE Glisan-
SE Main St. Unit) of the
Pacific Highway

Dear Sir:

We are today approving the agreement dated April 10, 1959 between the State and City of Portland covering adjustment of their utilities on the above project.

Authorization to proceed with adjusting of water facilities is hereby granted as of March 3, 1960.

Very truly yours,

C. G. Polk
Division Engineer

[illegible]
Portland

RECEIVED
MAR 7 1960
FOR FILING

I 5 6(15)301

5558

FORM E-30X 50M 7-59 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 2, 1960

SUBJECT: N.E. Glisan St.-S.E. Main St. Unit
East Bank Freeway

To:

Mr. Lloyd Shaw
Metropolitan Engineer
State Highway Department
Box 4699, Sellwood Station
Portland 2, Oregon

It is highly probable that the Bureau of Public Roads will approve Extra Work Order No. 1 for performing investigation of the foundation beneath a retaining wall located near Station 415 on this section.

Before the examination actually begins, you must get the plans on the installation and determine a systematic method for doing the work in order that we may end up with enough information to make the proper disposition of the retaining wall.

This letter does not constitute authority to proceed with the work. It is merely forwarded so that you may start the research at an early date.

Tom Edwards
Construction Engineer

By F. Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc Forrest Cooper
Ivan D. Merchant

RECEIVED
MAR - 3 1960
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

RECEIVED
DEC 10 1959
FOR FILING

I-5 6 (15) 301

5558

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
December 8, 1959

SUBJECT: Approved Plans
N. E. Glisan Street-S. E. Main St. Unit
East Bank Freeway
Contract: 5558
Prefix: 626-1040

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Attention: D. J. Barbee

Transmitted herewith are corrected plans on the present building demolition contract with exceptions noted by the City Engineer's Office shown in red.

Also enclosed is a copy of City Engineer Rosenthal's approval letter.

LLOYD P. SHAW
Metropolitan Engineer

By Jay B Boyd
JAY B. BOYD
Metropolitan Office
Engineer

JBB/hg
Encl-2
cc: C. G. Swensen
James Don
Dale Sturmer

REFERRED TO
attg
Asst. Const. Engr.

CONSTRUCTION DIVISION
RECEIVED
DEC 9 1959
NOTED-- E | | B | |
CE ACE ACE COE

Barbee

WILLIAM A. BOWES
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

1851

CITY OF PORTLAND
OREGON

CO[illegible] FOR CONSI[illegible]
Date ______________ By ______________
G. J. LINDSTEDT
CHIEF OF OPERATIONS
L. H. ROSENTHAL
CITY ENGINEER

December 7, 1959

Mr. Lloyd Shaw
Metropolitan District Engineer
Oregon State Highway Department
9200 S.E. McLoughlin Boulevard
Portland, Oregon

Dear Mr. Shaw:

Transmitted herewith is the corrected plan for the demolition of structures on the N.E. Glisan Street - S.E. Main Street unit of the East Bank Freeway.

These plans have been checked and are approved by this office, except for the corrections in red on the enclosed copy.

Yours very truly,

L. H. ROSENTHAL, P E.
City Engineer

LHR/dr

cc: Mr. F. T. Fowler,
Highway Engineering Coordinator

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
NOV 27 1959
FOR FILING

I 5-6 (15) 301

5558

November 25, 1959

General Construction Company
4850 NW Front Ave.,
Portland
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5558, awarded November 5, 1959, for building demolition on the NE Glisan St.-SE Main St. Unit of the East Bank Freeway Section of Pacific Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

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NOV 19 1959
FOR FILING
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5558

A

November 19, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on November 16, 1959, on Contract No. 5558, N. E. Glisan St.-S. E. Main St. Unit, E. Bank Freeway Section, in Multnomah County, in connection with Federal Aid Project No. I-5-6(15) 301.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. J. Porter
Office Engineer

DBP:sm

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[illegible] 1959
FOR FILING
I 5 6 (15) 301

~~When replying~~, refer to:
08-35.4-0

408 State Highway Building
Salem, Oregon

November 5, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5558 for Oregon Project I-5-6(15)301, East Bank Freeway Section (Building Demolition), to General Construction Company of Seattle, Washington, low bidder in the amount of $109,745.00 at the November 3, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

Orig. to Porter

NOTED

RECEIVED
NOV - 5 1959
FOR FILING

[illegible]

5558

November 5, 1959

General Construction Company
P. O. Box 3845
Seattle 1, Washington

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5558 for the building demolition project on N. E. Glisan Street-S. E. Main Street Unit of the East Bank Freeway of the Pacific Highway in Portland, Multnomah County.

This award was based on your bid of $109,745.00 which was the low bid submitted to the Commission on November 3, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
NOV -5 1959
FOR FILING

[illegible]

5558

November 5, 1959

General Construction Company
P. O. Box 3845
Seattle 1, Washington

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5558 for the building demolition project on N. E. Glisan Street-S. E. Main Street Unit of the East Bank Freeway of the Pacific Highway in Portland, Multnomah County.

This award was based on your bid of $109,745.00 which was the low bid submitted to the Commission on November 3, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
OCT 23 1959
FOR FILING

I 5 6(15)301
5558

When replying, refer to
08-35.4

408 State Highway Bldg.
Salem, Oregon

October 16, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved revised P. S. and E. documents for Oregon Project I-5-6(15)301, Eastbank Freeway Section of the Pacific Highway in Portland.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engr.

NOTED
FORREST COOPER

Porter
edwards

I-5-6(15)301

When replying, refer to
08-33.4

5558

408 State Highway Bldg.
Salem, Oregon

July 15, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-6(15)301
Eastbank Freeway - E. Burnside St. -
S. E. Washington St. Unit
Building Demolition

Dear Sir:

After a more thorough review of the Special Provisions for the referenced project and the receipt of your letter dated July 13, 1959 to prospective bidders we would like to comment on one of the specifications.

Page 6 "Salvaging of Valuable Materials" has a paragraph which reads as follows:

> "It is expected that the contractor will reflect the value of salvaged materials in the price bid for the demolition of the buildings".

This office believes that wording of this type should be deleted from this contract if possible, and from all future contracts as it is considered redundant, and does not add to the clarity of the Special Provisions. The clause in the first paragraph under this special provision adequately covers this condition by stating "-- such materials within buildings as may be of salvageable value shall become the property of the contractor ---."

The value and extent of salvageable material under this contract is questionable since your letter of July 13 indicates that the State, building owners and occupants reserve the right to remove certain articles and fixtures from the buildings for a period of ten days after the contractor's entry into the buildings.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

Orig Baxter

NOTED
FORREST COOPER

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IDAHO
MONTANA [illegible] 1959
OREGON
WASHINGTON

I 5 6(15)301

5551

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

Parvins

When replying, refer to:
08-35.4-DA

408 State Highway Building
Salem, Oregon

July 2, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-5-6(15)301, Eastbank Freeway, E. Burnside to S. E. Washington Street Unit (Building Demolition).

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

CG Polk
C. G. Polk
Division Engineer

NOTED
FORREST COOPER

RECEIVED
[illegible] 3 1959
OFFICE OF
STATE HIGHWAY ENGINEER

S-89(2) Widen 3 bridges on Umatilla- 1959
Stanfield Hwy.
#5559

RECEIVED
NOV 8 1961
FOR FILING

71-76

5559

Modif. transaction number	Fo R-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate Oregon
Project report number 6	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Umatilla
		Project number S-89(2)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on December 30, 19 59, is hereby modified as follows:

Revised estimated total cost of project	$ 29,056.00
Revised Federal funds	$ 16,665.00
Other revisions	

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 2 day of November, 19 61.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

State Highway Engineer
(Title)

By ______________

____
(Title)

By ______________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ C. G. Polk
Division Engineer

R C Wright
By: R. C. Wright
Administrative Manager

USComm-DC 11170

October 31, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway Official, for the Stanfield Bridges, Project No. S-89(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:lt

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: October 26, 1961

FROM : C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

By:
T. Dec T. Dec
Acting Division Engineer

SUBJECT: Proposed modification of Federal-aid Project Agreement

Attached are two copies of a proposed modification of a Federal-aid project agreement for the following project:

S-89(2) Stanfield Bridges - Umatilla County

If the project agreement is satisfactory, it should be signed and returned to this office.

Attachment

NOTED
[illegible]

RECEIVED
[illegible] 1961
[illegible]
STATE HIGHWAY ENGINEER

Contract 5559 12-30-59 A

RECEIVED

FOR FILING

Monthly Transaction No. [illegible] 1958	For (9-) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	Oregon
		County Umatilla
Project Report No. 8-89(2)3	FEDERAL-AID PROJECT AGREEMENT	Project No. 8-89(2)

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

5559

Project termini

SR 32, City of Stanfield Bridges
(Three bridges in City of Stanfield)

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	9-23-59	0.1
Other (*Specify*)		

FUNDS

Estimated total cost of project $ 24,455	Federal funds $ 14,500

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By [illegible]
~~Deputy~~ **State Highway Engineer**
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By: [illegible]
R. C. Wright
Administrative Manager

Date executed by Division Engineer **December 30, 1959**

USComm-DC 40257

December 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Stanfield Bridges, Project No. S-89(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

[illegible]

November 24, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Stanfield Bridges, Project No. S-89(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:jb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-89(2)

STANFIELD BRIDGES ON THE UMATILLA-
STANFIELD HIGHWAY IN UMATILLA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 24, 1959

Type Code X021
Bridge #4479-A (Sta. 892+31.37 to Sta. 892+81.13)(Contract No. 5559)

Structural Excavation	95 cu. yds.	$ 2.00	$ 190.00
Class "A" Concrete (88 cu. yds.)	All Required		6,160.00
Metal Reinforcement (11,500 lbs.)	All Required		1,500.00
Remodel Old Bridge	All Required		500.00
			$ 8,350.00

Type Code X021
Bridge #4474-A (Sta. 906+32 to Sta. 906+60)(Contract No. 5559)

Structural Excavation	36 cu. yds.	$ 2.00	$ 72.00
Class "A" Concrete (49 cu. yds.)	All Required		3,430.00
Metal Reinforcement (8,500 lbs.)	All Required		1,200.00
Metal Handrail	52 lin. ft.	15.00	780.00
Remodel Old Bridge	All Required		500.00
			$ 5,982.00

Type Code X021
Bridge #4478-A (Sta. 985+70.37 to Sta. 986+15.13)(Contract No. 5559)

Structural Excavation	240 cu. yds.	$ 2.00	$ 480.00
Class "A" Concrete (76 cu. yds.)	All Required		5,320.00
Metal Reinforcement (11,900 lbs.)	All Required		1,600.00
Remodel Old Bridge	All Required		500.00
			$ 7,900.00

Subtotal	$ 22,232.00
10% Engr. & Cont.	2,223.00
Total	$ 24,455.00

Length of 3 Structures . . . . . . 0.023 Mile

Federal Funds	$ 14,500.00
State Funds	9,955.00
	$ 24,455.00

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939

State Funds For Maint.: Chap. 529, Laws 1939

RECEIVED
APR 4 1961
FOR FILING

8-89(2)

5559

April 4, 1961

The Fidelity & Casualty Co. of N. Y.
San Francisco Branch Office
160 Pine Street
San Francisco 11, California

Gentlemen:

State Highway contract #5559 for widening 3 Stanfield Bridges on the Umatilla-Stanfield Highway in Umatilla County was completed by the contractor, Rogers Const. Co., on October 27, 1960, and was formally accepted by the Highway Commission on December 12, 1960.

Final payment in the amount of $3,169.28 will be released to the contractor on or after April 14, 1961. The total contract amount is $[illegible]3,941.88, of which amount $125.78 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Fidelity & Casualty Co. of N. Y.
McGovern-Carroll Co.,
527 Peyton Bldg.,
Spokane 1, Washington

cc: Rogers Const. Co.,
11760 NE Glisan St.,
Portland 16, Oregon

RECEIVED
DEC 12 1960
FOR FILING

S-89 (2)

5559

7f

December 12, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Please be advised work was completed October 27, 1960, on Contract 5559, Project No. S-89(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

JWN:jb

A

FORM E-123

RECEIVED
DEC 17 1959
FOR FILING

5-89(2)

5559

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

December 16, 1959

Rogers Construction Company
11760 NE Glisan St.,
Portland 16
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5559, awarded November 5, 1959, for widening the Stanfield Bridges (3) on the Umatilla-Stanfield Highway in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

RECEIVED
NOV -5 1959
FOR FILING
5559

November 5, 1959

Rogers Construction Company
11760 N. E. Glisan
Portland 20, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5559 for the widening of three bridges on Umatilla-Stanfield Highway in Umatilla County.

This award was based on your bid of $22,232.00 which was the low bid submitted to the Commission on November 3, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
NOV - 2 1959
FOR FILING

5-59/
5559

October 30, 1959

Mr. N. D. Bard, Realtor
125 North Main Street
Stanfield, Oregon

Dear Mr. Bard:

Reference is made to your letter of October 24 concerning the widening of the bridges in the vicinity of Stanfield.

Your suggestion that a section of divided highway be built in the vicinity of the Feed Canal structure north of Stanfield would not seem to be the logical solution of the problem. The introduction of a short section of four-lane highway in the relatively long section of two-lane, would involve the separation of traffic at each end and would introduce a certain amount of hazard, in addition to greatly increasing the cost. We do, however, propose to widen the Feed Canal Bridge more than the proposed widening on the other two bridges which are on tangent, and in our opinion, when this widening is complete, that section will be as safe as any other section in the road.

I appreciate your interest and thank you for the offer of the source of material although I do not believe it would be advisable to take advantage of it.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
cc Mr. W. C. Williams

NATHAN D. BARD, REALTOR
Insurance - Investment Securities
125 NORTH MAIN ST.
STANFIELD, OREGON
GI 9-3513 Res. GI 9-3374

October 24,1959

REFERRED TO Paxson

Mr.W.C.Williams
State Highway Engineer
Salem, Oregon

Dear Mr.Williams:

I was disappointed when I read you intended to widen the bridge over the U S Feed Canal north of Stanfield instead of building an additional bridge about 50 feet ~~mt~~ west of the presant bridge and have oneway traffic on each bridge as it should be.

Widening this bridge will only increase the speed of the motorists and on a wet or frosty day they will slip on this curve and you will have more accidents than you had before.

I understand this present change was made because you were afraid the rightof way would be to costly.

I own all the lots south of the feed canal and if you need any dirt to make the fill I would be willing to let you take it of these lots without any charge to the Highway Department.

I wish you would reconsider the plan on the one bridge and build it as it should be. With the cooperation of the rightofway I am offering the difference in the costs would be very nominal.

Very truly yours
N. D. Bard
N.D.Bard

RECEIVED
OCT 26 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

NOTED
C. S. PAXSON

RECEIVED
OCT 21 1959
FOR FILING

S89(2)

5539

October 21, 1959

City of Stanfield
Stanfield, Oregon

Attention: Mr. Ray M. Dukek

Gentlemen:

Reference is made to your letter of October 19 in regard to the widening of three bridges on Highway No. 32 near Stanfield.

Two of these bridges are to be widened to a 26-foot roadway, measured between curbs. The bridge across the Feed Canal, just north of Stanfield, is to be widened on one side only - on the inside of the curve.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

cc Mr. Ivan Merchant

CITY OF STANFIELD

Phone GI 9-3522
Stanfield, Oregon

REFERRED TO
Stephenson
By State Highway Engineer

REFERRED TO
W C Williams
BY SECRETARY

October 19, 1959.

Oregon State Highway Commission
Salem, Oregon:

Gentlemen:

It was called to my attention that you are proposing widening three bridges on Highway No.32. which is old Highway No.30. That you planned to widen the two bridges on either side of Stanfield four feet.

I would like to call your attention to the one north of stanfield, the one crossing U.S.Feed Canal. It is on a curve, there has been a lot of accidents, several of them fatal due to this bridge being too narrow and also the fact that it is on a curve.

I doubt if only four feet on this one is sufficient. Would it be possible to widen it at least twenty feet or possibly move it farther west and eliminate such a sharp curve?

Very respectfully yours

Ray M. Dukek

Ray M. Dukek
P.O. Box 248
Stanfield, Oregon.

RECEIVED
[illegible] 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 20 1959
STATE [illegible]

RECEIVED
MAY [illegible] - 1959
FOR FILING

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[illegible]

4 - 28 - 59

LOCATION PROSPECTUS
STANFIELD BRIDGES
UMATILLA-STANFIELD HIGHWAY
UMATILLA COUNTY

The following prospectus is submitted concerning three bridges in the vicinity of Stanfield on the Umatilla-Stanfield Highway. The Umatilla-Stanfield Highway is a State Primary facility on the Federal Aid Secondary System. The bridges and their locations are as follows:

USRS Canal, #479	M.P. 10.60	OAL 48'
Stage Gulch, #754	M.P. 10.86	OAL 30'
USRS Feed Canal, #478	M.P. 12.10	OAL 44'

The overall length of the project is 122 feet.

This will be a location survey for the purpose of preparing plans and estimates for widening to 26 feet the above enumerated bridges. The Stage Gulch Bridge and the USRS Canal Bridge, #479, are within the city limits of Stanfield.

There will be no change in the grade or alignment of the existing highway. Reconnaissance is not necessary. Soils investigation and a drainage study are not required. An economic analysis is not needed at this time.

The existing ADT is 2,400 and the projected (1975) ADT is 2,000. Bridges will be widened to 26 feet horizontal clearance and sidewalks will be provided on each side of Stage Gulch Bridge (#754, M.P. 10.86).

Agreements with the city may be necessary.

There are no state parks affected by this project.

April 28, 1959

Attachment

cc W. C. Williams
Forrest Cooper ✓
G. S. Paxson
Tom Edwards
A. F. Parson (2)
J. H. Walker
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
G. L. Decker (2)

I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan D. Merchant
J. W. Nash
C. G. Polk
S. H. Probert
C. G. Swenson
Walter T. Wright

FORREST COOPER

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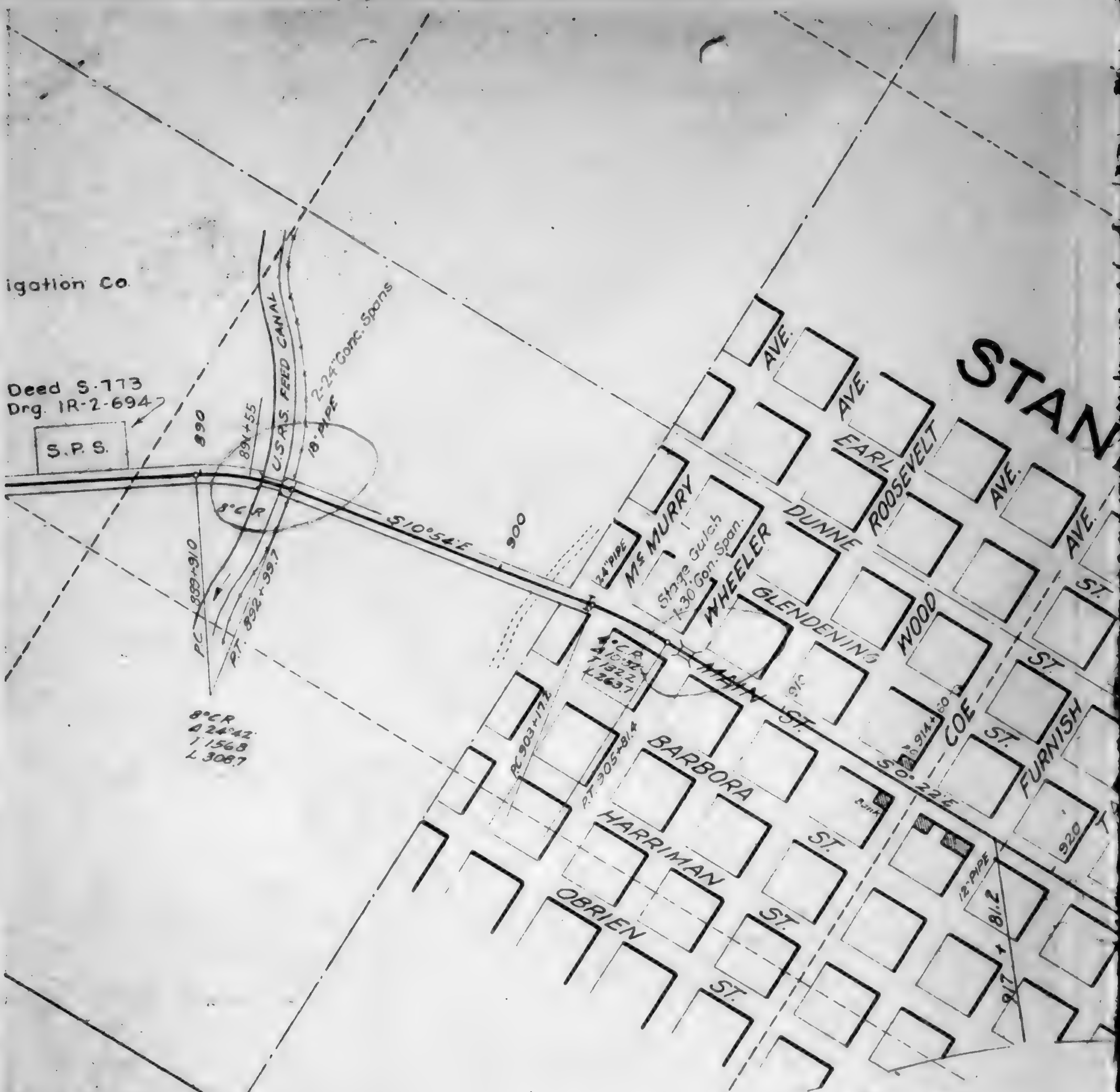
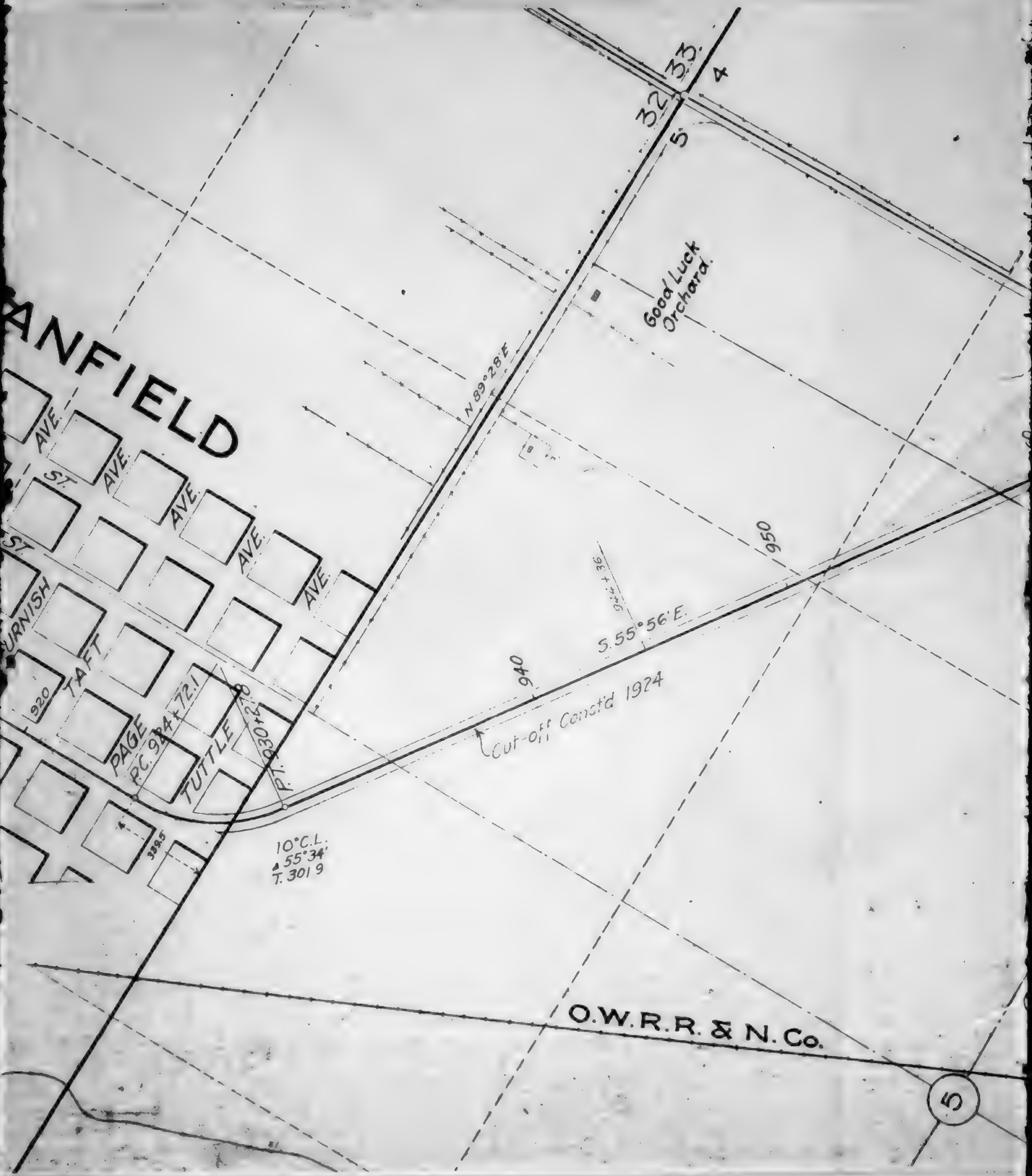
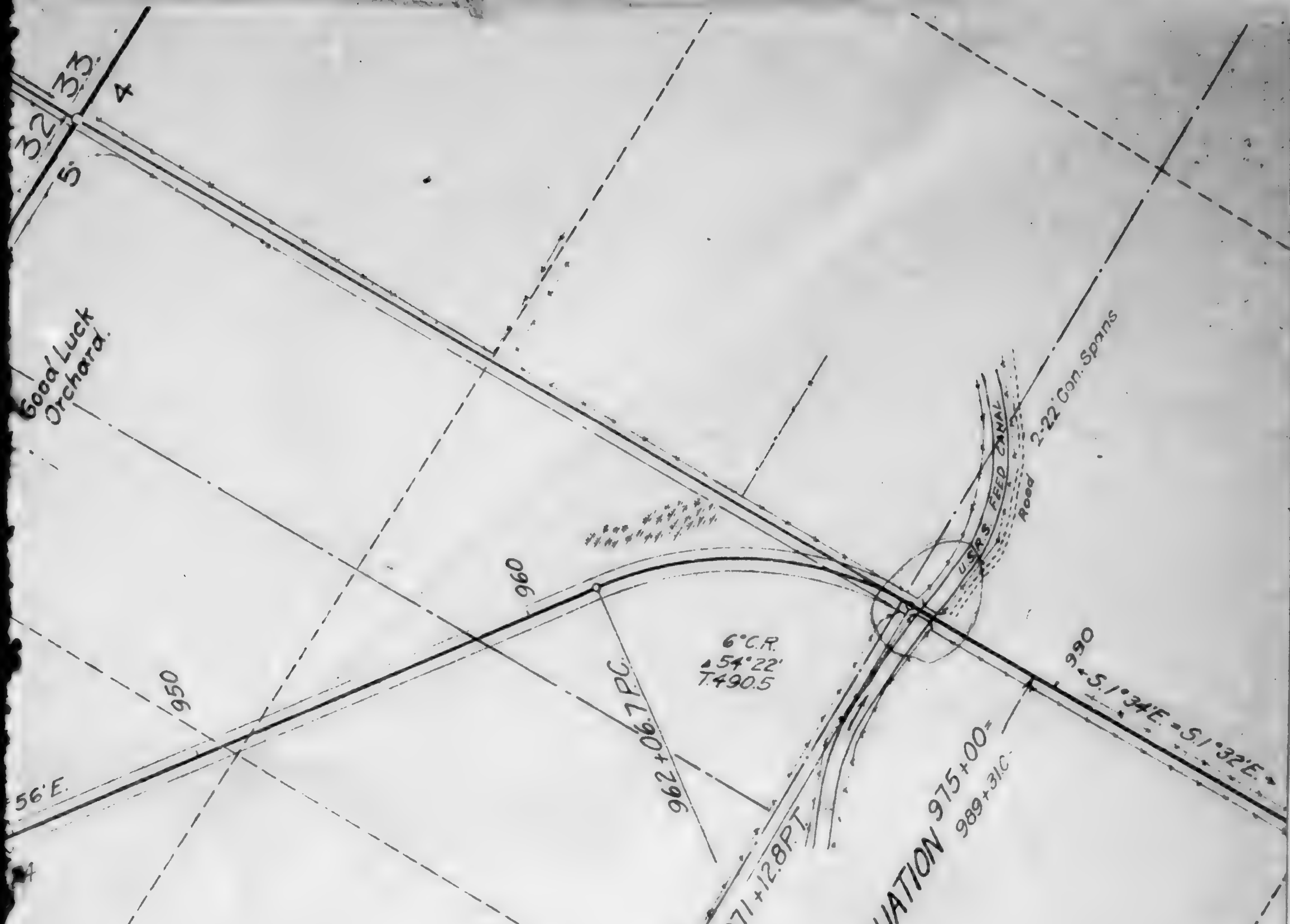
OFFICE OF
STATE HIGHWAY ENGINEER


igation Co.
Deed S-773
Drg. 1R-2-694
S.P.S.
890
894+55
U.S.R.S. FEED CANAL
2-24" Conc. Spans
18" PIPE
8°C.R.
889+910
P.C.
P.T. 892+99.7
8°C.R.
Δ 24°42'
T 156.8
L 308.7
S10°54'E
900
24" PIPE
McMURRY
Stage Gulch
1-30' Con. Span.
WHEELER
4°C.R.
Δ 10°52'
T 132.2
L 263.7
PC 903+17.2
P.T. 905+81.4
AVE.
AVE.
EARL
DUNNE
GLENDENING
MAIN ST.
915
BARBORA
ST.
HARRIMAN
ST.
OBRIEN
ST.
ROOSEVELT
AVE.
WOOD
914+60
S0°22'E
Bank
COE
ST.
AVE.
ST.
ST.
FURNISH
12" PIPE
917 + 81.2
920
STAN
City Limits


32
33
4
5
Good Luck Orchard
N.89°28'E.
ANFIELD
AVE.
ST.
AVE.
AVE.
ST.
AVE.
AVE.
URNISH
TAFT
920
PAGE
P.C. 924+72.1
TUTTLE
P.T. 930+28
339.5
10°C.L.
Δ55°34'
T. 301.9
940
944+36
S.55°56'E.
950
Cut-off Const'd 1924
O.W.R.R. & N. Co.
5


32
33
4
5
Good Luck Orchard
960
950
56'E.
962+06.7 P.C.
6°C.R.
Δ54°22'
T.490.5
971+12.8 P.T.
U.S.R.S. FEED CANAL
Road
2-22' Con. Spans
990
S.1°34'E. = S.1°32'E.
EQUATION 975+00=
989+31C.
City Limits
R.R. & N. Co.
5

42

RECEIVED
MAR 31 1959
FOR FILING

1-89(2)

[illegible]

March 16, 1959

Umatilla County Development Commission
P. O. Box 278
597 Pendleton, Oregon

Attention: Mr. Oren G. Allison, President

Gentlemen:

On December 22, 1958 you addressed a letter to the State Highway Commission pointing out the need for replacing two dangerous bridges between Stanfield Junction and Hermiston.

The request was investigated by the State Highway Engineer, and the results of that investigation were presented to the Highway Commission at its meeting March 5, 1959. The Commission approved the widening of three 19'4" bridges to a width of 26 feet.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:ms

RECEIVED
FEB 26 1959
FOR FILING

February 25, 1959

R

Mr. Verne H. Tinnerstet, Secretary
Umatilla County Development Commission
Pendleton, Oregon

Dear Mr. Tinnerstet:

The Highway Commission, at its meeting on March 5 and 6, will give consideration to the widening of the narrow bridges near Stanfield and Hermiston, which was the subject of your letter of February 21.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:pms

cc Mr. Forrest Cooper
Mr. G. S. Paxson

P

RECEIVED
FEB 26 1959
FOR FILING

February 25, 1959

Oregon State Highway Commission

Gentlemen:

Under date of December 24, 1958, the Secretary forwarded to you a request from the Umatilla County Development Commission for the widening of the narrow bridges on the Stanfield Junction-Hermiston Highway. This is a section of old US30 but still carries more traffic than US30 itself, by reason of the traffic to and from Hermiston, Stanfield, et cetera. There are three bridges on this section that have a width of only 19' 4", which is very narrow for modern traffic, and these are the only bridges on this highway having a width of less than 24 feet.

The estimated cost to widen the bridges to a width of 26 feet is $84,000, and they will qualify as a Federal-aid project. We have a small carry-over of Federal-aid funds sufficient to finance this improvement, and, owing to the definite hazard of the narrow structures, I recommend your approval. I might add that just last week there was another fatal accident on one of these bridges occasioned by a car striking the rail.

This item will be on the agenda.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:mo

cc Mr. G. S. Paxson
Mr. Ivan Merchant
Mr. Tom Edwards
Mr. C. H. Maison

UMATILLA COUNTY DEVELOPMENT COMMISSION
Representing Ten Communities in Umatilla County
PENDLETON, OREGON

February 21, 1959

REFERRED TO
Paxson
By State Highway Engineer

Mr. W. C. Williams
State Highway Engineer
State Highway Bldg
Salem, Oregon

Dear Mr. Williams

The Umatilla County Development Commission urges the immediate replacement of the narrow bridges near Stanfield and Hermiston because of the various accidents that have occured there and the great amount of traffic on this road

Sincerely

Verne H. Tinnerstet

VERNE H. TINNERSTET, Secretary

at

RECEIVED
FEB 24 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible]

(CSP has seen this)

RECEIVED
JAN 29 1959
FOR FILING

Salem, Oregon
January 28, 1959

Mr. Tom Edwards
Mr. Ivan F. Merchant

Bridge widening near
Stanfield

597

It has been decided to widen three bridges on the Stanfield Junction-Hermiston Section, if federal aid can be secured. The structures and cost estimates are as follows:

Bridge No. 479 USRS Canal	10.60	$8,000	No. City limits of Stanfield 10.70
Bridge No. 754 Stage Gulch	10.86	8,200	
Bridge No. 478 USRS Canal	12.10	8,000	
		$24,200	

Mr. Edwards will make a determination as to highway alignment and do any preliminary engineering work that may be necessary and also determine, through channels, if the Bureau will approve this work.

After these preliminary moves, and if the Bureau approves, the bridge matters should be handled by Mr. Merchant.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams

Salem, Oregon
January 26, 1959

Bridge widening near Stanfield

Mr. Forrest Cooper

While I was at the Highway Research Board meeting you referred to my desk a letter from Mr. Oren G. Allison, President of the Umatilla County Development Commission, regarding the replacement of bridges on the Stanfield Junction-Hermiston Section.

We have estimated the cost of widening the existing bridges both by state crews and by contract and also the replacement of these bridges by new structures in case realignment is decided upon. The estimates for this work do not include any grading or other road work.

Structure	Widen Existing Bridges (State Crews)	Widen Existing Bridges (Contract)	New Bridges New Alignment (Contract)
Bridge No. 479 USRS Canal	$ 6,000	$ 8,000	$ 23,000
Bridge No. 754 Stage Gulch	6,250	8,200	19,000
Bridge No. 478 USRS Canal	6,000	8,000	23,000
	$18,250	$24,200	$65,000

Due to the nature of the work in widening, involving the removal of handrails and splicing of steel, I am sure that it could be done more economically by state crews; however, the total cost is beyond the usual limits for state force work and we probably should contract the work if it is decided to do it at all.

GSP:gm
cc Mr. W. C. Williams
Mr. Ivan D. Merchant
Mr. Tom Edwards

G. S. Paxson

FORM 2-30X—90M—11-58—90238

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 26, 1959

SUBJECT: Three Structures in the Vicinity of Stanfield

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
Office

As requested in Assignment No. 597, estimates have been made for widening of three structures in the immediate vicinity of Stanfield on the Stanfield-Umatilla Highway. Estimates for widening these structures to 26 feet between curbs by State forces and for replacing the structures in their entirety by contract are included. Also included is an alignment map covering these three structures.

Ivan D. Merchant

Ivan D. Merchant
Bridge Engineer

IDM/skt

Attached

BRIDGE WIDENING OR REPLACEMENT, UMATILLA-STANFIELD HIGHWAY

BR. 479 USRS Bridge

As indicated on the attached sketch the existing bridge over the USRS Canal at the north limits of Stanfield is on an 8° curve. The existing bridge is a 48' structure consisting of two at 24' reinforced concrete multiple beam spans on abutments with 19'4" roadway. The existing rail is 3'8" high including the 12" curb with no shy distance to the rail. The estimated cost of widening the existing bridge by State forces to a 26' roadway is $6,000 and the estimated cost to replace with a 25-30-25 reinforced concrete slab span series with 26' roadway is $23,000.

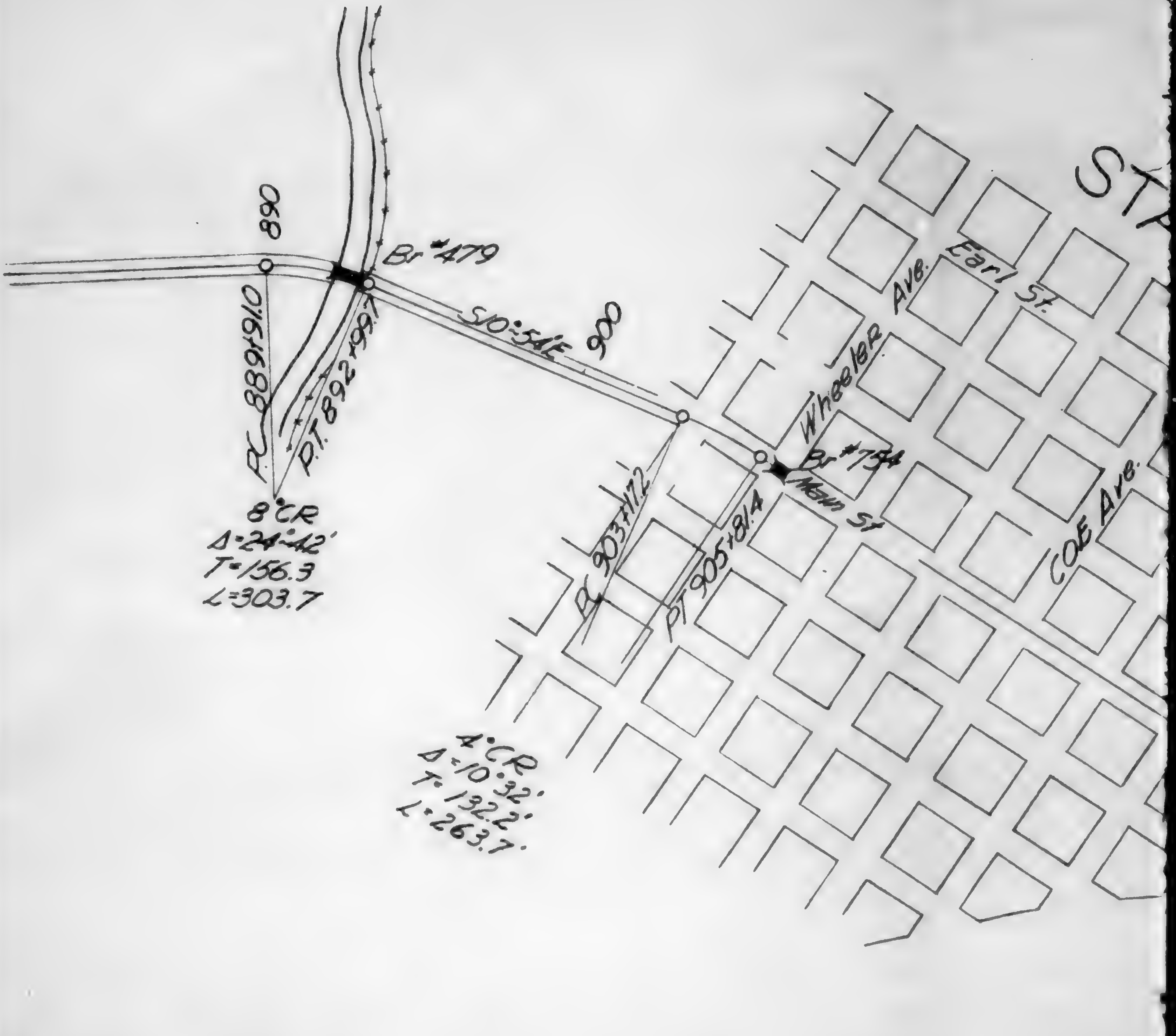
BR. 754 Stage Gulch Bridge

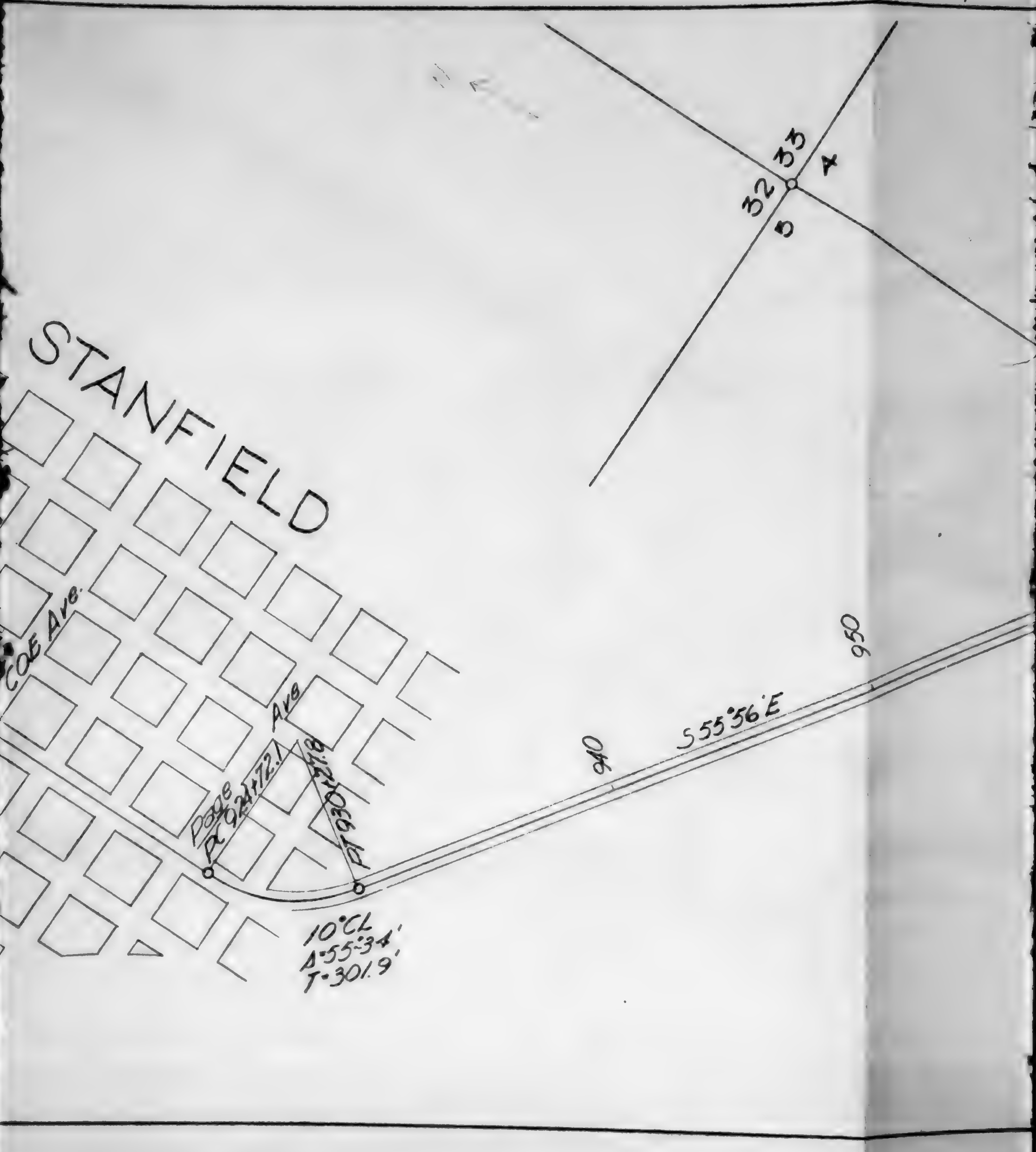
The existing Stage Gulch Bridge is a 28' reinforced concrete multiple beam span bridge with 19'4" roadway on a tangent alignment within Stanfield proper. It has a rail similar to that on Br. 479. A request to provide sidewalks on this bridge was received in October of 1957. The estimated cost to widen this structure to provide a 26' roadway and 3'6" sidewalks is $5,500 and to replace with a 60' structure (16-28-16 RC slab spans) with 26' roadway and 3'6" sidewalks is $19,000.

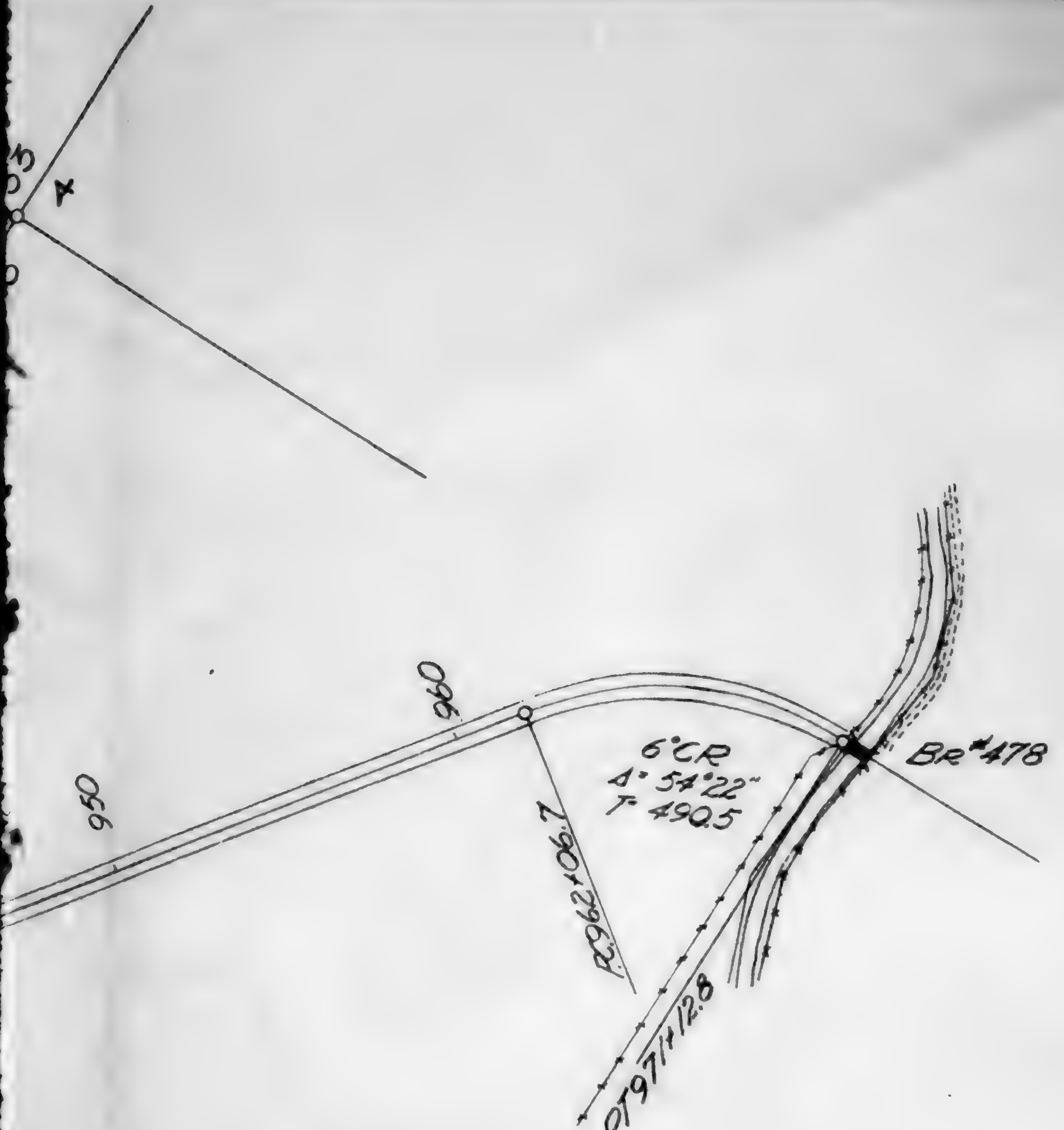
BR. 478 USRS Bridge

Existing bridge 478 is located just off the end of a 6° curve on the south limits of Stanfield. The existing 44' structure consists of two 22' spans on abutments with 19'4" roadway and rail similar to Br. 479. The estimate to widen or replace the bridge is the same as for BR. 479, $6,000 and $23,000, respectively.

The three structures proposed for widening are the only structures on the highway with roadways less than 24'.


890
Br #479
S10°54'E
900
P.C. 889+91.0
P.T. 892+99.7
8°CR
Δ=24°42'
T=156.3
L=303.7
PC 903+17.2
PT 905+81.4
Br #734
Main St
Wheeler Ave.
Earl St.
COE Ave.
ST
4°CR
Δ=10°32'
T=132.2'
L=263.7'


STANFIELD
Coe Ave.
Page Ave
PC 924+72.1
PT 930+27.8
10°CL
Δ=55°34'
T=301.9'
940
S 55°56'E
950
32
33
5
4


4
950
960
6°CR
Δ° 54°22"
T= 490.5
P.C. 962+06.7
BR #478
PT 971+12.8

O.S.H.C.

STANFIELD ~ UMATILLA HWY.

UMATILLA CO.

Scale as shown

LLH JAN 12, 1958

Structure	Widen Existing Bridges State Crews	Widen Existing Bridges Contract	New Bridges New alignment, Contract
Brg. No 479 USRS Canal	*6,000	*8000	*23,000
Brg No 751 Stage Gulch	6250 ~~5,500~~	8200	19,000
Brg No 478 USRS Canal	6,000	8000	23,000
	*~~17,500~~ 18,250	24,200	*65,000

P

RECEIVED
DEC 26 1958
FOR FILING

December 24, 1958

Umatilla County Development Commission
P. O. Box 278
Pendleton, Oregon

Attention: Oren G. Allison, President

Gentlemen:

In today's mail we received your letter of December 22 requesting replacement of two dangerous bridges between Stanfield Junction and Hermiston.

Copies of your letter are being forwarded to the members of the State Highway Commission for their information and to Mr. W. C. Williams, State Highway Engineer, for such investigation and action as may be required.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: Commissioners
W. C. Williams

UMATILLA COUNTY DEVELOPMENT COMMISSION

Representing Ten Communities in Umatilla County

P. O. Box 278, PENDLETON, OREGON

December 22, 1958

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

At a recent meeting of the Umatilla County Development Commission, considerable discussion took place regarding the need for replacement of two dangerous bridges in the area of Stanfield on the highway between Stanfield Junction and Hermiston. These bridges are narrow and happen to be on curves, making a dangerous situation when trucks and large vehicles meet or when cars travelling at a fast speed come upon them unexpectedly.

It was the feeling of the Commission that the volume of traffic and the increased rate of speed make the bridges inadequate for present day traffic and that some improvement to the existing road should be made, even though a new highway is slated for that area. Several suggestions were made as to possible improvements, but it was felt that we should definitely ask for the wider bridges and improvement to the approaches to them.

We will appreciate your consideration of this matter and your comment as to the possibility of such work in the immediate future.

Respectfully,

Oren G. Allison
President

RECEIVED
[illegible] 1958
OREGON
STATE HIGHWAY COMMISSION

UMATILLA COUNTY DEVELOPMENT COMMISSION
Representing Ten Communities in Umatilla County
P. O. Box 278, PENDLETON, OREGON

December 22, 1958

Oregon State Highway Commission
Salem, Oregon

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Respectfully,

Oren G. Allison
President

RECEIVED
1958
OREGON
STATE HIGHWAY COMMISSION

S-40(4) Pudding R. Br. Sec. of the 1959
Silverton Rd. (Struc., Grad.
#5560 & Pav.)

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

NOTED
G. SWENSON

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6-28-61	CC-793		524-1043-297

Contract 5560
S-40(4)

Marion County
Salem, Oregon

Attention: Mr. John A. Anderson, County Engineer

INVOICE NUMBER
70172

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billing: Pudding River Bridge, FAS 117. Covered by agreement dated October 9, 1959.			
Original advance deposit		$21,720.17	
Less amount previously transferred		17,720.17	$ 4,000.00
County share total cost as per attached statement		$19,339.57	
Less amount transferred		17,720.17	$ 1,619.40
To be refunded			$ 2,380.60

RECEIVED
JUN 28 1961
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

A 150 (REVISED 7-60)

NOTED
C. G. SWENSON

June 29, 1961

Mr. John A. Anderson
Marion County Engineer
Courthouse
Salem, Oregon

NOTED
Harold C. Ayers

NOTED
V. R. JONES

Dear Mr. Anderson:

Final costs are now available for Pudding River Bridge on FAS 147, Contract No. 5560, as shown in the attached cost statement. In accordance with an agreement dated October 9, 1959, a refund of $2,380.60 is due the County and will be made by our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

V. R. Jones
County & City Relations Field Engineer

VRJ:mm
Att.

RECEIVED
MAY 11 1961
FOR FILING
S-40(4)
5560

File

P. O. BOX 65

ERROL W. ROSS OIL CO.

DISTRIBUTOR SHELL PRODUCTS

706 McCLAINE STREET
SILVERTON :: OREGON
BURNING OILS -:- LUBRICATING OILS -:- GASOLINE
WHOLESALE DISTRIBUTOR -:- FREE DELIVERY

May 8, 1961

State of Oregon,
Oregon State Highway Department,
Salem, Oregon

State of Oregon File No. 3724.

Gentlemen:

On July 16, 1960 we notified you, we were making deliveries of petroleum products to Merryman Bros. Trucking Company of 557 Wilshire Drive, Salem, Oregon, who were sub-contractor of Inland Construction Co. (Mr. Lee Gordon) of 6202 S.E. Harmony Rd., Milwaukee, Oregon, on State of Oregon Highway Contract # 5560.

We filed claim with the State on September 19, 1960. This State contract # 5560 has been completed. We have had no word as to our claim. We would like to know the status of our claim.

Very truly,

E. W. Ross
E.W. Ross

c.c to: Oregon State Highway Department, Salem, Oregon

Inland Construction Co.,
6202 S.E. Harmony Road,
Milwaukee, Oregon

original copy to:

C.A. Tomassene & Co.,
General Insurance Co.,
1002 Cascade Bldg.,
Portland, Oregon

RECEIVED
MAY 10 1961
[illegible] APPLING, [illegible]
[illegible]

RECEIVED
DEC 23 1960
FOR FILING
1.4. (4)

5560

December22, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5560 for structure-grading-paving the Pudding River Bridge Section of Silverton Road in Marion County was completed by the contractor, Inland Construction Co., on October 18, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

. Final payment in the amount of $2,791.53 will be released to the contractor on or after December 30, 1960. The total contract amount is $92,382.12, of which amount $760.74 represents force account items.

You have been previously notified that a claim has been filed against this contract.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

cc: Inland Construction Co.,
6202 SE Harmony
Milwaukie
Oregon

RECEIVED
OV 30 1960
FOR FILING

2-4 (4)

556

November 29, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Inland Construction Co., on contract #5560 for structure-grading-paving the Pudding River Bridge Section of Silverton Road in Marion County.

This payment, in the amount of $6,357.76, will be released to contractor on or after December 9, 1960. The retained percentage is $2,747.32.

You have been previously notified that a claim has been filed against this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Inland Construction Co.,
6202 SE Harmony
Milwaukie
Oregon

NOTED
H. S. COX

NOTED
C. G SWENSON

November 22, 1960

Marion County Court
Courthouse
Salem, Oregon

Project S-40(4)

Gentlemen:

This is to advise you that work on the Pudding River Bridge Section on FAS 147 in Marion County was completed on October 18, 1960.

Under the terms of the agreement dated October 9, 1959, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County and City Relations Engineer

CGS:ms

cc: Mr. John Anderson, County Engineer

Form E-1—(Rev.)—

1.4c (4)
1.6c

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 18, 1960

Section PUDDING RIVER BRIDGE
Kind of work STRUCTURE, GRADE & PAVE
Highway SILVERTON ROAD County MARION
Section prefix 524-1043
Contractor INLAND CONSTRUCTION CO
Contract number 5560
Date of contract November 5, 1959
Specified work days 120
Date work started November 16, 1959
Work days used 102
Project authorization $ 180,840.30
Exclusive of engineering $ 101,100.62
Per cent of time elapsed 85 %
Estimated cost of completed project, exclusive of engineering $ 100,091.50
Estimated per cent XXXXXX or underrun 8.04 %
Per cent of contract completed, based on estimated cost 100 %
Engineering authorization $ 7739.76
Engineering cost to date $ 7739.76, 100 %
Date project was completed October 18, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate completed and submitted Wednesday.

FINAL REPORT.

NOTED

CONSTRUCTION DIVISION
RECEIVED
NOV 21 1960
NOTED- E | CE | | ACE | | COE

Signed Arthur Duffy
Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
DEC 14 1960
FOR FILING

File (4)

5560

October 28, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 18, 1960, on Contract No. 5560, Pudding River Bridge, in Marion County, in connection with Federal Aid Project No. S-40(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

cc: Clarence G. Swenson

DBP:cr

RECEIVED
OCT 31 1960
FOR FILING

S 40 (4)

5560

October 28, 1960

Mr. C. G. Swenson
County and City Relations Engineer
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 18, 1960, on Contract No. 5560, Pudding River Bridge Section, in Marion County, in connection with Federal Aid Project No. S-40(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RECEIVED
SEP , 1960

FOR FILING
5 40 (4)

5560

September 28, 1960

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of $413.23 which has been filed with the Secretary of State by Errol W. Ross for petroleum products furnished to Merryman Brothers Trucking Company, subcontractors to Inland Construction Company. This appears to be in connection with State Highway Contract 5560, structure, grading, paving the Pudding River Bridge Section on the Silverton Road in Marion County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Att: Secretary

CWH:rj

cc: C. A. Tomasseno & Sons, Portland
Inland Construction Company, Milwaukie

Commission
W. C. Williams
Forrest Cooper

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

September 26, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Errol W. Ross, P. O. Box 65, 706 McClaine Street, Silverton, Oregon and filed as of this date, a notice of claim by the above for gasoline, motor oil, and other petroleum products, delivered to the Pudding River Bridge on the Silverton Road, in Marion County, for Merryman Bros. Trucking Co., 577 Wilshire Drive, Sale, Oregon, who is a sub-contractor to Inland Construction Company, Milwaukee, Oregon, in the sum of $413.23, against the bond taken from Lee Gordon, Inland Construction Co., 6202 S. E. Harmony Road, Milwaukee, Oregon and General Insurance, Company, surety, through C. A. Tommassene & Sons, 1002 Cascade Building, Portland 4, Oregon for the work of new bridge construction. State Highway Contract No. 5560.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo C [illegible]
Public Records Section

GS:FK
Enc.

RECEIVED
SEP 28 1960
OREGON
STATE HIGHWAY COMMISSION

PHONE 3-5114

P. O. BOX 65

ERROL W. ROSS OIL CO.

DISTRIBUTOR SHELL PRODUCTS

706 McCLAINE STREET
SILVERTON :: OREGON
BURNING OILS -:- LUBRICATING OILS -:- GASOLINE
WHOLESALE DISTRIBUTOR -:- FREE DELIVERY

September 19, 1960

Secretayy of State,
State of Oregon,
Salem, Oregon

Gentlemen:

Notice hereby is given that the undersigned, Errol W. Ross Oil Company, 706 Mc Claine Street, Silverton, Oregon, has a claim for gasoline, motor oil, and other petroleum products, delivered to the Pudding River Bridge on the Silverton Road, in Marion County, for Merryman Bros. Trucking Co., 577 Wilshire Drive, Salem, Oregon, who is a sub-contractor to Inland Construction Company, Milwaukee, Oregon, in the sum of $413.23 (Four Hundred Thirteen and 23/100 Dollars), against the bond taken from Lee Gordon, Inland Construction Co., 6202 S.E. Harmony Road, Milwaukee, Oregon, supplied by General Insurance Company, through C.A. Tomassene & Sons, 1002 Cascade Building, Portland 4, Oregon for the work of new bridge construction, State of Oregon Contract # 5560.

File # 3724

FILED
SEP 26 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

Errol W. Ross
Errol W. Ross

RECEIVED
SEP 26 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

A

RECEIVED
JUL 19 1960
FOR FILING

2-241

5560

July 18, 1960

Errol W. Ross Oil Company
706 McClaine Street
Silverton, Oregon

Attention: Errol W. Ross

Dear Sir:

This is in reply to your letter of July 16 received by us this morning, concerning deliveries made to Merryman Bros. Trucking Company, contractor to Inland Construction Company, on our contract No. 5560 for construction of the Pudding River Bridge on the Silverton Road in Marion County.

Each State Highway contract is covered by a performance bond, furnished by the contractor. The bond is given not only to insure completion of the contract, but also for payment of all bills incurred in it. General Insurance Company, through C. A. Tomassene & Sons, 1002 Cascade Building, Portland 4, Oregon, furnished the performance bond for this company.

To protect your claim, the law provides that the claim must be filed with the Secretary of State within six months after the contract has been accepted by the Highway Commission. At this date, the contract has not been completed nor accepted by the Commission.

For your information we have attached excerpts from the Oregon law outlining the procedure in filing a claim, if in the event that you may wish to prepare such a filing. If you file, please let us know so that the information may be included in our records.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rv

Attach.

NOTED ON CARD
dc

PHONE 3-5114

P. O. BOX 65

ERROL W. ROSS OIL CO.

DISTRIBUTOR SHELL PRODUCTS

706 McCLAINE STREET
SILVERTON :: OREGON
BURNING OILS -:- LUBRICATING OILS -:- GASOLINE
WHOLESALE DISTRIBUTOR -:- FREE DELIVERY

July 16, 1960

Oregon State Highway Department
Salem, Oregon

SUBJECT: STATE OF OREGON CONTRACT # 5560

Gentlemen:

We have been making deliveries to the Pudding River Bridge Job, to Merryman Bros. Trucking Co., 557 Wilshire Drive, Salem, Oregon, who is a sub-contractor to Lee Gordon, Inland Construction Co., 6202 S. E. Harmony Road, Milwaukee, Oregon.

All petroleum products have been delivered to the job. We have Merryman's signature, and the State Contract # on all the delivery invoices.

Would you please let us know if there is anything further we need to do to be protected under Inland Construction Co.'s bond with the General Insurance Co., Portland, Oregon.

Very truly yours,

Errol W. Ross

Errol W. Ross

EWR/gh

RECEIVED
JUL 18 1960
OREGON
STATE HIGHWAY COMMISSION

A

PHONE 3-5114

P. O. BOX 65

ERROL W. ROSS OIL CO.

DISTRIBUTOR SHELL PRODUCTS

706 McCLAINE STREET
SILVERTON :: OREGON
BURNING OILS -:- LUBRICATING OILS -:- GASOLINE
WHOLESALE DISTRIBUTOR -:- FREE DELIVERY

RECEIVED
1960
FOR FILING
S 40(4)
5560

June 29, 1960

Lee Gordon
Inland Construction Co.
6202 S. E. Harmony Road
Milwaukee, Oregon

This is to notify you, that we are making deliveries to Merryman Bros. Trucking Co., 557 Wilshire Drive, Salem, Oregon, who is one of your sub-contractors on the Pudding River Bridge job, 3 miles West of Silverton, Oregon, State Of Oregon Contract number 5560.

We are taking steps to protect the payment of this account under your bond with Surety General Insurance Co., 1002 Cascade Building, Portland, Oregon, agent C. A. Tomassene & Sons.

We are also notifying the State Highway Department, and your bonding company, by carbon copy of this letter.

Bryant J. Merryman has suggested that we send copies of delivery invoices to you, so that you can hold out payments to us.

Please let us know if this plan is acceptable to you.

Very truly yours,

Errol W. Ross

c.c. to: Oregon State Highway Department, Salem, Oregon

C. A. Tomassene & Sons
Surety General Insurance Co.
1002 Casdade Building
Portland, Oregon

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JUL 1 1960
OREGON
STATE HIGHWAY [illegible]

Contract 5560 12-30-59 A

RECEIVED
DEC 31 1959
FOR FILING

Monthly Transaction No. 1-6	Forr -2 (0-1 7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
Project Report No. S-40(4)	**FEDERAL-AID PROJECT AGREEMENT**	County **Marion**
		Project No. **S-40(4)**

5560

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Pudding River Bridge Section, approximately 3 miles west of Silverton.

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	5-7-59	0.4
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 106,367	Federal funds $ 64,800

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Forrest Cooper

~~Deputy~~ **State Highway Engineer**
(title)

By ______________________

____
(title)

By ______________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

BXX **C. G. Polk**
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **December 30, 1959**

USComm-DC 40257

December 23, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Pudding River Bridge Section, Project No. S-40(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RWC:bb

November 20, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Pudding River Bridge Section, Project No. S-40(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Federal Aid Secondary
Project No. S-40(4)

Oregon State Highway Department

PUDDING RIVER BRIDGE SECTION OF THE
SILVERTON ROAD IN MARION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices).

Salem, Oregon, November 20, 1959

Type Code 6201
Roadway (Sta. 442+50 to Sta. 464+00)(Contract No. 5560)

Clearing and Grubbing	All	Required	$	$ 4,000.00
Drainage Excavation, Unclassified	24	cu. yds.	4.00	96.00
Special Borrow Excavation, Unclassified	9,500	cu. yds.	0.53	5,035.00
General Excavation, Unclassified	22,800	cu. yds.	0.48	10,944.00
Finishing Roadbed and Slopes	0.36	mile	1,000.00	360.00
12-inch Concrete Pipe	150	lin. ft.	2.40	360.00
Metal Guard Rail	350	lin. ft.	4.00	1,400.00
Coarse Crushed Material in Base	4,800	cu. yds.	3.00	14,400.00
3/4" - 0 Material in Base	980	cu. yds.	3.40	3,332.00
Sprinkling	170	M-gal.	3.00	510.00
Preparation of Base	0.41	mile	1,000.00	410.00
3/4" - 0 Material in Binder Course	46	cu. yd.	5.00	230.00
RC-3 Asphalt	8	tons	65.00	520.00
Class "B" Asphaltic Concrete	1,100	tons	8.00	8,800.00
Extra for Paving Approaches	10	only	30.00	300.00
Loose Riprap	660	cu. yds.	4.00	2,640.00
				$ 53,337.00
Signing (Temporary)	All	Required		150.00
Flagging	All	Required		750.00
	Subtotal			$ 54,237.00
	10% Engr. & Cont.			5,423.70
		Total		$ 59,660.70

Type Code X021
Pudding River Bridge #1329-A (Sta. 454+72 to Sta. 456+97)(Contract No. 5560)

Remove Old Bridge	All	Required	$	$ 4,000.00
Furnish Treated Timber Piling	3,000	lin. ft.	1.15	3,450.00
Drive Piles	60	only	55.00	3,300.00
Class "A" Concrete (278 cu. yds.)	All	Required		19,000.00
Metal Reinforcement (88,700 lbs.)	All	Required		10,000.00
8-inch Metal Drain Pipe	100	lin. ft.	5.00	500.00
Treated Lumber or Timber in Place	6.5	M-fbm	340.00	2,210.00
	Subtotal			$ 42,460.00
	10% Engr. & Cont.			4,246.00
		Total		$ 46,706.00

Length of Roadway - - - - - - 0.364 Mile
Length of Structure - - - - - - 0.043 Mile
Total Length- - - - - - - - - - 0.407 Mile
Cost of Roadway Per Mile- - - $163,903.02

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	County Funds
Roadway	$ 59,660.70	$36,400.00	$11,630.35	$11,630.35
Structure	46,706.00	28,400.00	9,153.00	9,153.00
	$106,366.70	$64,800.00	$20,783.35	$20,783.35

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
Funds for Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited by Marion County with the Highway Department.

RECEIVED
DEC 11 1959
FOR FILING

COMMISSIONERS
[illegible]
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

8.40(4)

5560

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

December 11, 1959

Inland Construction Co.,
6202 SE Harmony
Milwaukie
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5560, awarded November 5, 1959, for structure-grading-paving the Pudding River Bridge Section of Silverton Road in Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
NOV 19 1959
FOR FILING

S 40(4)

5560

A

November 19, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on November 16, 1959, on Contract No. 5560, Pudding River Bridge Section, in Marion County, in connection with Federal Aid Project No. S-40(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sm

JOHN A. ANDERSON, R. E.
COUNTY ENGINEER

THEO. KUENZI
ASST. COUNTY ENGINEER

OFFICE OF ENGINEER
COUNTY OF MARION
COURTHOUSE
PHONE EM 4-4401, EXTENSION 53
SALEM, OREGON

November 12
1 9 5 9

F.AS 147

NOTED
C. G. SWENSON

Mr. C. G. Swenson, Engineer
County and City Relations
State Highway Department
Salem, Oregon

Dear Mr. Swenson:

Attached herewith are signed options for the right of way on Silverton Road, your File No. 29836-37-38-39-40.

I certify that all property required by the State of Oregon for the completion of this project has been obtained.

Very truly yours,

John A Anderson

John A. Anderson
County Engineer

JAA:s
Encl.

Copy of letter & options
to Salem - 11/16/59
J.D.G.

RECEIVED
NOV 13 1959

A

RECEIVED
NOV -5 1959
FOR FILING
[illegible]
[illegible]

November 5, 1959

Inland Construction Company
6202 S. E. Harmony Road
Milwaukie 22, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 awarded to you State Highway Contract No. 5560 for structure, grading and paving on the Pudding River Bridge Section of the Silverton Road in Marion County.

This award was based on your bid of $93,797.00 which was the low bid submitted to the Commission on October 13, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

Form A-150—5M—6-59

INVOICE

Oregon State Highway Department

SALEM, OREGON

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Marion County
Salem, Oregon

Attn: County Court

Invoice No. 62565

Date October 23, 1959

Your Req. No.

Billing Request No. cc 529

Credit Distribution 524-1043-297

Advance Deposit	$21,720.17
Partial transfer county's share total costs of the Pudding River Bridge Section, FAS 147, covered by agreement dated October, 1959	17,720.17
To be retained	$ 4,000.00

RECEIVED
OCT 26 1959
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

State Printing 21127

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
C. G SWENSON

Salem, Oregon
October 23, 1959

Mr. R. L. Porter
OFFICE

Advance Deposit
Pudding River Bridge Section
FAS 147, Marion County

NOTED
John F. Hagemann

We have received this date Marion County's advance deposit for the subject named project upon which bids were received October 13. Certification that all required right-of-way has been obtained must still be furnished by the county prior to awarding of a contract. This right-of-way is expected to be cleared by November 5.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: G. S. Paxson

xxxxxxxxxxxxxxxxxxxx

[illegible]

NOTED
C. G. SWENSON

October 23, 1959

Marion County Court
Courthouse
Salem, Oregon

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

Gentlemen:

This is to acknowledge receipt of a warrant in the amount of $24,700 which, when added to the refund due Marion County, makes a total deposit of $27,720.17 in connection with the Pudding River Bridge Section of FAS 147 and the Pudding River Bridge on FAS 737.

A contract will be awarded for the Pudding River Bridge, FAS 737, at the next Highway Commission meeting on November 5 and 6. A contract will also be awarded at that time for the Pudding River Bridge Section of FAS 147 if we receive certification for right-of-way for this project prior to November 5. Copies of the contracts will be forwarded as soon as available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: Mr. John Anderson, County Engineer

NOTED
R. JONES

October 14, 1959

Marion County Court
Courthouse
Salem, Oregon

NOTED
Harold C. Ayers

Gentlemen:

On October 13 a satisfactory bid was received from Inland Construction Company of Milwaukie for constructing the Pudding River Bridge Section of FAS 147 and from Tom Lillebo of Reedsport for constructing the Pudding River Bridge on FAS 737. As per the agreements between county and state, the following advance deposits are required prior to awarding contracts:

Pudding River Bridge Section, FAS 147

Bid Items		$ 95,797.00	
Add Items:			
Flagging & Signing	$900		
Reset Mail Boxes	50	950.00	
12½% Engr. & Contingencies		12,093.38	
Estimated Total Cost		$108,840.38	
Advance Deposit of 20%			$21,768.08
Less refund due on Browning Avenue-Rosedale Section, FAS 742			3,020.17
Cash Deposit			$18,747.91 or say $18,700

524-1043
Cust# 5560

Total 31,720.17

Pudding River Bridge, FAS 737

Bid Items	$ 27,001.00		
12½% Engr. & Contingencies	3,375.13		
Estimated Total Cost	$ 30,376.13		
Advance Deposit of 20%		$	$ 6,000
TOTAL CASH DEPOSITS......			$24,700

524-1044
Cust# 5545

Please make these deposits by means of a check or warrant totaling $24,700 payable to the Oregon State Highway Commission, forwarding same to this office. If the deposits and a letter certifying that all right-of-way has been obtained are received prior to November 5, contracts will be awarded at the regular Highway Commission meeting on that date.

Rec'd.
10/23/59

Very truly yours,

W. C. Williams
State Highway Engineer

JFH:mm
cc: Mr. John Anderson,
County Engineer

By: John F. Hagemann
Assistant County & City Relations Engineer

RECEIVED
OCT 26 1959

FOR FILING
S 40(4)

5560

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 23, 1959

To: Mr. R. L. Porter
OFFICE

SUBJECT: Advance Deposit
Pudding River Bridge Section
FAS 147, Marion County

We have received this date Marion County's advance deposit for the subject named project upon which bids were received October 13. Certification that all required right-of-way has been obtained must still be furnished by the county prior to awarding of a contract. This right-of-way is expected to be cleared by November 5.

John F. Hagemann
John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: G. S. Paxson ✓

TED
S. PAXSON

RECEIVED

ENGINEER

RECEIVED
OCT 12 1959
FOR FILING

S 40 (4)
5560

2

Finance #276

Salem, Oregon
October 9, 1959

Cooperative Construction Agreement

C. G. Swenson
County City Relations Engineer

Attached is a conformed copy of a cooperative construction agreement with Marion County Court covering the Pudding River Bridge Section of FAS 147 in Marion County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Clerk of Marion County.

Floyd Query, Secretary

jmc

Encl.

October 9, 1959

Mr. Henry C. Mattson
County Clerk
Marion County Courthouse
Salem, Oregon

Dear Mr. Mattson:

We are enclosing for your records and files a fully executed copy of a Cooperative Construction Agreement between the State Highway Commission and Marion County Court covering the Pudding River Bridge Section of FAS 147 in Marion County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

Encl.

FORM [illegible] 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 1, 1959

SUBJECT: FAS Project Agreement
Marion County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Pudding River Bridge Section of FAS 147 in Marion County. Two copies have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 1/22/59.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

Ⓐ
2 COPIES TO BE SIGNED

AUT[illegible] WAY COMMISSION
DATE 1/22/59 pg. 23
Floyd Query
Secretary

NOTED
S G SWENSON

NOTED
Harold C. Ayers

NOTED
V R JONES

September 25, 1959

NOTED
John F. Hagemann

Mr. John Anderson
Marion County Engineer
Courthouse
Salem, Oregon

Dear Mr. Anderson:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Pudding River Bridge Section of FAS 147 upon which bids will be received October 13.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $110,000; however, the low bid received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please have the County Court sign, the county clerk attest, with seal, and return both signed copies to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the county's records. The signed agreements should be mailed so as to arrive in this office not later than October 9.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

NOTED
C G SW[illegible]

NOTED
Harold C. Ayers

NOTED
V R JONES

September 25, 1959

NOTED
John F. Hagemann

Mr. John Anderson
Marion County Engineer
Courthouse
Salem, Oregon

Dear Mr. Anderson:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Pudding River Bridge Section of FAS 147 upon which bids will be received October 13.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $110,000; however, the low bid received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please have the County Court sign, the county clerk attest, with seal, and return both signed copies to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the county's records. The signed agreements should be mailed so as to arrive in this office not later than October 9.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

NOTED
[illegible]

May 22, 1959

Mr. John Anderson
County Engineer
Courthouse
Salem, Oregon

Dear Mr. Anderson:

Enclosed is a description form in 4~~du~~plicate covering a parcel of property to be conveyed from Marion County to J. S. and Clara E. Kaufman on the Pudding River Bridge Section of the Salem-Silverton Road, FAS 147.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County & City Relations

CGS:cg

Encl.

FORM E-30 30M 11-58 15880

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

May 21, 1959
Salem, Oregon

SUBJECT: Option
Pudding River-Silverton Sec.
Salem-Silverton Road

To:
C. G. Swenson
County-City Relations Engr.
OFFICE

Attached you will find 1 original description form in quadruplet covering property to be used on a proposed exchange in connection with acquisition of right of way for Salem-Silverton County Road in Marion County. No Statement of Information was furnished.

This description was requested by Art Duffey and is to be conveyed to J. S. and Clara E. Kaufman.

29840	Marion County	0.01 acre

Earl F.

EARL F. SALING
Right of Way Office Manager

AC
blr
enc. 1 description form

DESCRIPTION ONLY

Marion County

Pudding River-Silverton Section

Marion County

File No. 29840
HRS 5-14-59
5B-35-18

Salem-Silverton County Road

Proposed sale of property from Marion County to J. S. Kaufman in exchange for property to be acquired from Kaufman by Marion County under right of way file 29840.

A parcel of land lying in the NW¼ of Section 5, Township 7 South, Range 1 West, W.M., Marion County, Oregon, and being a portion of that property described in that certain deed to Marion County, recorded in Book 419, Page 510 of Marion County Records of Deeds; the said parcel being that portion of said property lying Southerly of the following described line:

Beginning at a point opposite and 40 feet Southerly of Station 458+50 on the center line of the relocated Salem-Silverton County Road; thence Easterly in a straight line to a point opposite and 30 feet Southerly of Station 461+50 on said center line.

The center line of the relocated Salem-Silverton County Road herein referred to being described as follows:

Beginning at Engineer's center line Station 444+00, said Station being 466.8 feet North and 1192.6 feet West of the Southeast corner of the Wesley Shannon D.L.C. No. 52, Township 7 South, Range 1 West, W.M.; thence North 61° 25' 05" East, 171.91 feet; thence on a spiral curve right (the long chord of which bears North 62° 37' 17" East) 380 feet; thence on a 3015.57 foot radius curve right (the long chord of which bears North 75° 30' 20" East) 1102.90 feet; thence on a spiral curve right (the long chord of which bears North 88° 23' 23" East) 380 feet to Station 464+34.81 Back equals 464+46.54 Ahead.

The parcel of land to which this description applies contains 0.01 acre, more or less.

fd/me

RECEIVED
MAY 18 1959

FOR FILING
8 40(4)
5560

Salem, Oregon
May 18, 1959

Pudding River Bridge,
Salem-Silverton Road

Mr. Ivan D. Merchant

We have checked into the matter of waterway for the Pudding River Bridge on the Salem-Silverton Road. We recommend a final finished bottom width of 40 feet with 2:1 slopes. Even with this width, the County should take some action to protect against damage from erosion at the outlet of the channel change.

The flood of January 1959 was not of design magnitude. The grade line is safe, but it does not have the freeboard that the high-water line on the vicinity map would indicate. We guess the 50-year stage at about 168 feet.

Roy C. Edgerton

RCE:gm

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

May 15, 1959

Mr. John Anderson
Marion County Engineer
Courthouse
Salem, Oregon

NOTED
John P. Hagemann

NOTED
V. R. JONES

Dear Mr. Anderson:

Enclosed are five option forms in quadruplicate covering right-of-way to be acquired in connection with the Pudding River Bridge Section of the Salem-Silverton Road, FAS 147, in Marion County.

When options have been signed will you please return one signed copy of each option to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

JDG:mm

Encl.

FORM E-30 80M 11-56 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

May 13, 1959
Salem, Oregon

SUBJECT: Options
Pudding River-Silverton Sec.
Salem-Silverton Hwy.

To: C. G. Swenson
County-City Relations Engr.
OFFICE

Attached you will find 5 original option forms in quadruplet covering right of way to be acquired in connection with Pudding River-Silverton Section of the Salem-Silverton Road, in Marion County. No Statements of Information were furnished. This contract is scheduled for letting on July 7, 1959.

Please return to the Right of Way Department, a copy of each signed option to inform the Highway Enginer the conditions, if any, on the transaction.

We are attaching 3 prints of map number 5B-35-18 covering this area and bearing our date of May 5, 1959.

29836	Perl L. & Evelyn Bye	0.1	acre	
29837	Fred & Sophie Wahlster	0.12	"	
29838	Albert & Martha Eggiman	1.12	"	p-1
		0.68	"	p-2
29839	Karl & Lydia Dettwyler	0.13	"	p-1
		0.3	"	P-2
29840	J. S. & Clara E. Kaufman	0.03	"	

Earl F Saling
EARL F. SALING
Right of Way Office Manager

AC
blr
enc. 5 orig. option forms
3 copies of map

cc: J. D. Walker
(copy of map)
cc: E. J. Benner

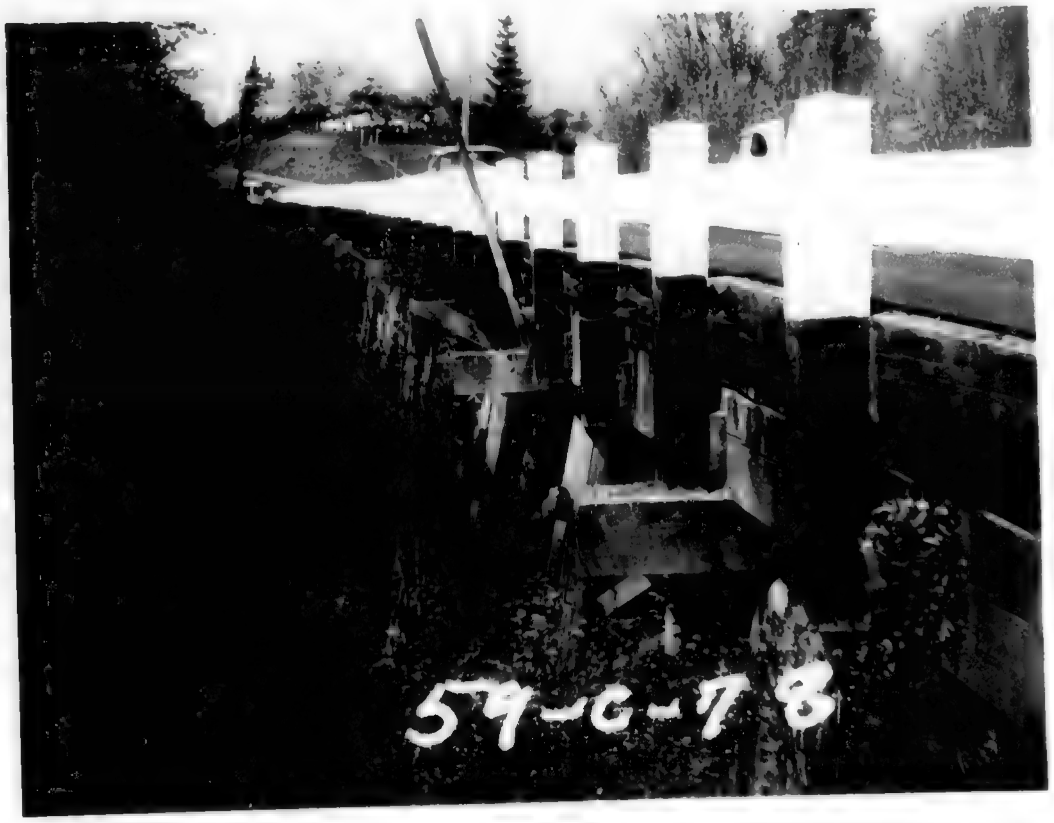
RECEIVED
MAY 14 1959
ENGINEER
COUNTY & CITY RELATIONS

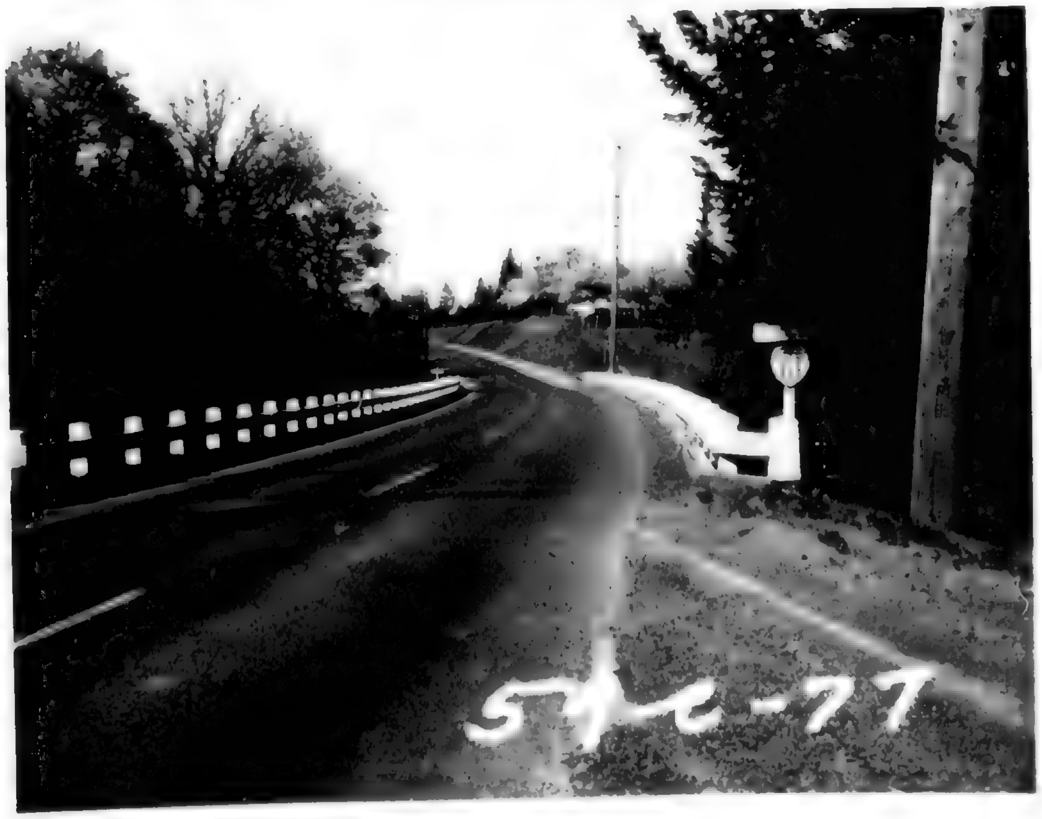
FAS 141 County Marion Contract No.

Section [illegible] Brg.

Location 59-C-77, [illegible]

[illegible]


59-C-78

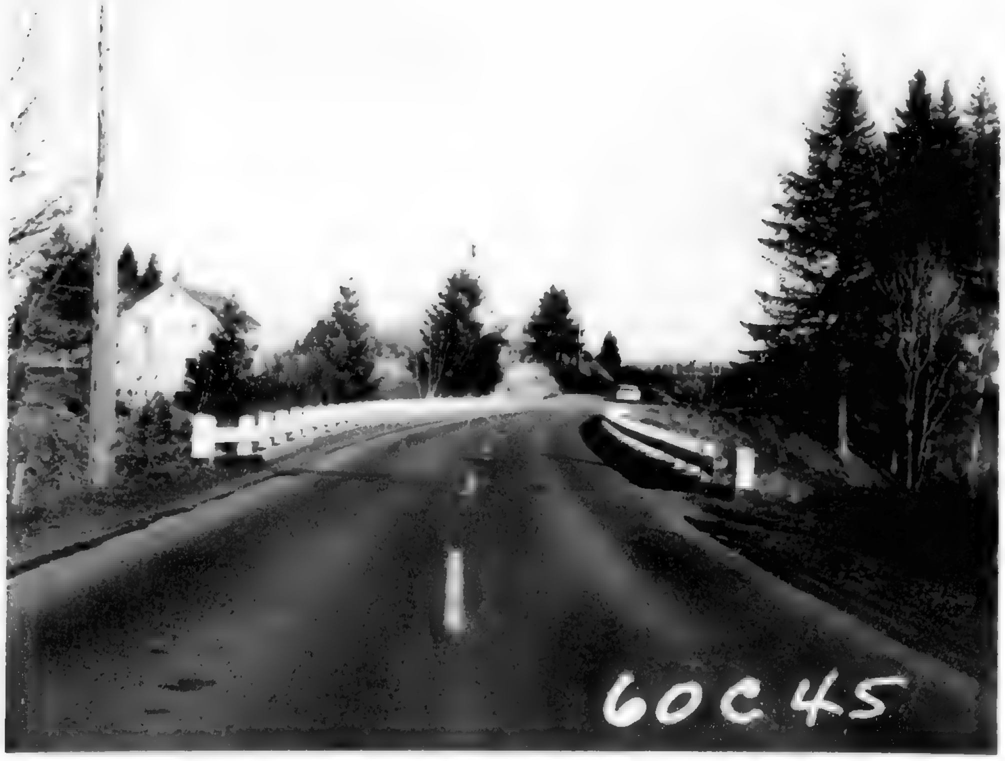

59-C-77

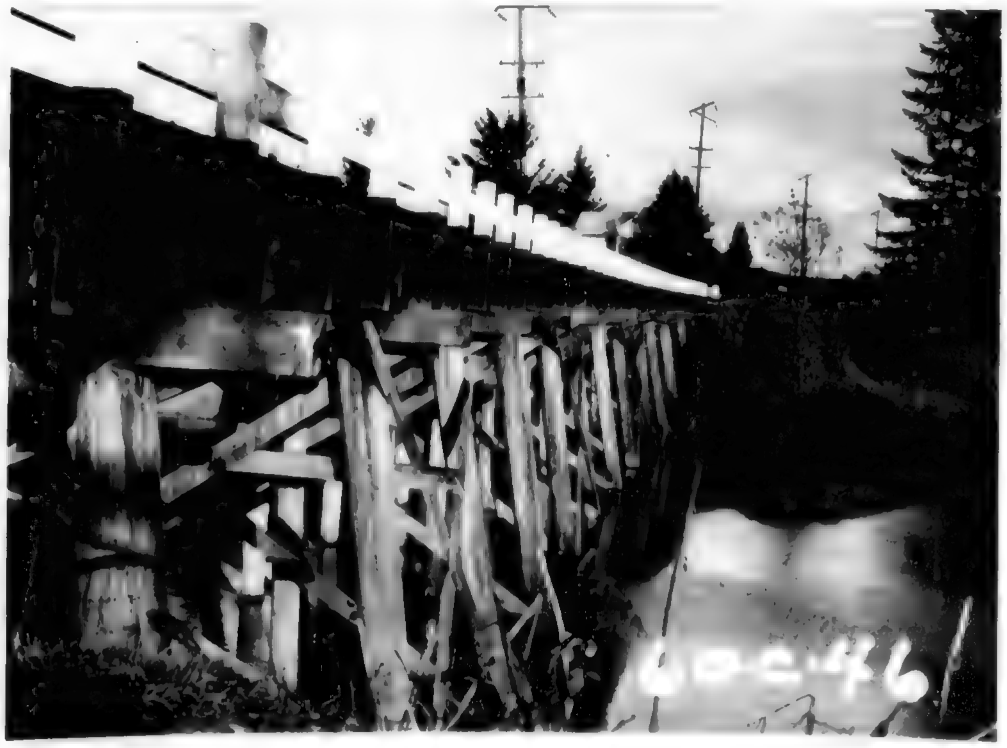
FAS 14[illegible] **County** [illegible] **Contract No.**

Section [illegible] River Bridge

Location 60C-45 } Br. fr. NW

60C-46 } Br. fr. SW





NOTED
V. R. JONES

NOTED
C. G SWENSON

Salem, Oregon
April 20, 1959

Pudding River Bridge Section
FAS 147, Marion County

Mr. Tom Lawson
OFFICE

NOTED
Harold C. Ayers

The field data for the subject named county FAS project has been reviewed by this office and the Marion County engineer and conforms with the project as requested by the county and approved by the Highway Commission.

Funds in addition to the $75,000 initially programmed are available as required.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: Ivan Merchant
Frank Hall
V. C. O'Neil
Vic Wolfe

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

MEMO TO J. W. NASH
4/10/59

FAS 147, MARION COUNTY

TERMINI: From approximately 3 miles west of the west city limits of Silverton easterly across Pudding River (Pudding River Bridge Section).

PROPOSED WORK: Construct a reinforced concrete bridge 200' in length, and grade and drain and construct a 2-lane high type road.

PROJECT LENGTH: 0.41 mile.

COSTS:	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$100,000	$60,000	$20,000	$20,000 (County)

EXISTING FACILITY:
ROADWAY: 20' asphaltic concrete pavement with 6' shoulders. Substandard stopping sight distance.
STRUCTURE: Untreated timber bridge 247' in length, H.C. 22'-10", deteriorated condition.

ADJACENT SECTIONS: 20' wide asphaltic concrete wearing surface with 6' shoulders constructed in 1950 under Oregon Project S-40(3).

PROJECT DATA:
ROADWAY: Grade and drain ~~road approaches~~ to an improved grade and alignment, place base material, and construct a 22' wide asphaltic concrete wearing surface with 8' shoulders.
STRUCTURE: Construct a 200' long R.C.D.G. bridge on treated piling; H.C. 26'. Bridge will also be on an improved grade and alignment.

ROW WIDTH:	Minimum 80'.
ACCESS CONTROL:	None.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
UNUSUAL OR COMPLICATED SITUATION:	None
MINIMUM DESIGN STANDARDS:	No exception.

Route data submitted under Oregon Project S-40(3).

NOTED
JOHN D. G[illegible]

JFH:mm

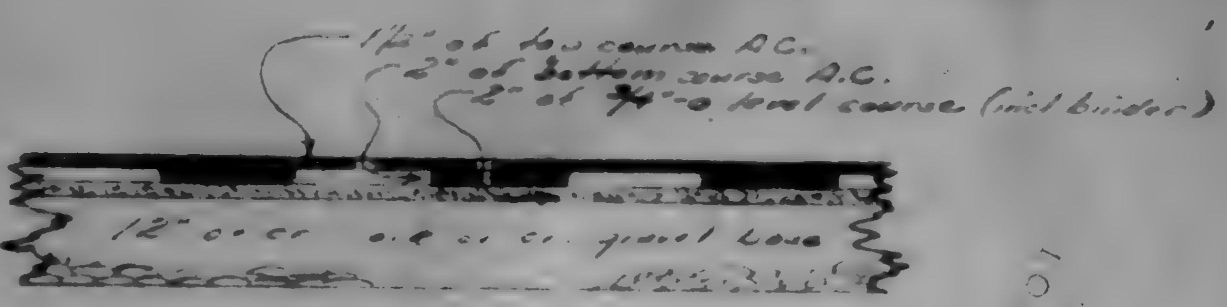
OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

Section Pudding River Bridge Highway F.A.S. 147 County Marion File No. [illegible]
Res. Engr. A. Durby Length of Project ____ Miles Sta. ____ to Sta. ____ Date 3-12-59

TYPICAL SECTIONS Traffic Classif. - Medium



Typical Soil
37 LL
11 PI
16 % P. 200
56 % Silt
24 % Clay
2 % [illegible]

Required Crushed	Required Not Crushed	Designed Base Emuls. Surf. Alluv.	Designed Base Non Work	
			3½	A.C.
			2	[illegible]
			12	[illegible] Base
17½			17½	

NOTED
V. R. JONES

RECEIVED
MAR 18 1959
ENGINEER
[illegible]

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 46 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by H. L. Derker
Soils Assistant
[redacted]

Recommended by [illegible]
Construction Engineer

Recommended by [illegible]
Asst. Engineer of Materials

Approved by [illegible]
Deputy State Highway Engineer

3-6-59

RECEIVED
MAR 11 1959

FOR FILING
S40(4)

5560

NOTED
W. C. WILLIAMS

LOCATION PROSPECTUS
PUDDING RIVER BRIDGE and APPROACHES
FAS 147 - MARION COUNTY

The following prospectus is submitted concerning the above mentioned section. The bridge is located on the Silverton Road, 2.8 miles westerly of the west city limits of Silverton. The overall length of the project, including approaches, is 0.3 mile.

This will be a location survey for the purpose of preparing plans and estimates for a new structure to replace the existing bridge and for construction of new approaches. Traffic will be maintained over the existing bridge during construction of the new facility. There are no towns involved in this project.

Reconnaissance is not necessary. Routine soils investigation will be made. There are no special drainage problems. An economic analysis is not needed at this time.

The present ADT is 2,000 and the projected (1975) ADT is 3,200. The proposed structure will carry a 26-foot roadway. The approaches will have a typical section consisting of two 11-foot lanes with 8-foot shoulders. The new structure will be southerly of and parallel to the existing bridge. The grade line will be raised approximately six feet to improve the vertical alignment. Tentative base design as determined by G. L. Decker is:

A.C. Pavement	3½"
3/4"-0 Level Course	2 "
Coarse Crushed Base	12 "
Total	17½"

(Base design subject to revision upon completion of soils investigation.)

Adequate quantities of material are available from local commercial sources.

Further agreements with the county are not necessary, but close liaison will be maintained with the county engineer in order to secure satisfactory positioning and alignment of the new structure. Provisions for removing the old bridge upon completion of construction will be necessary.

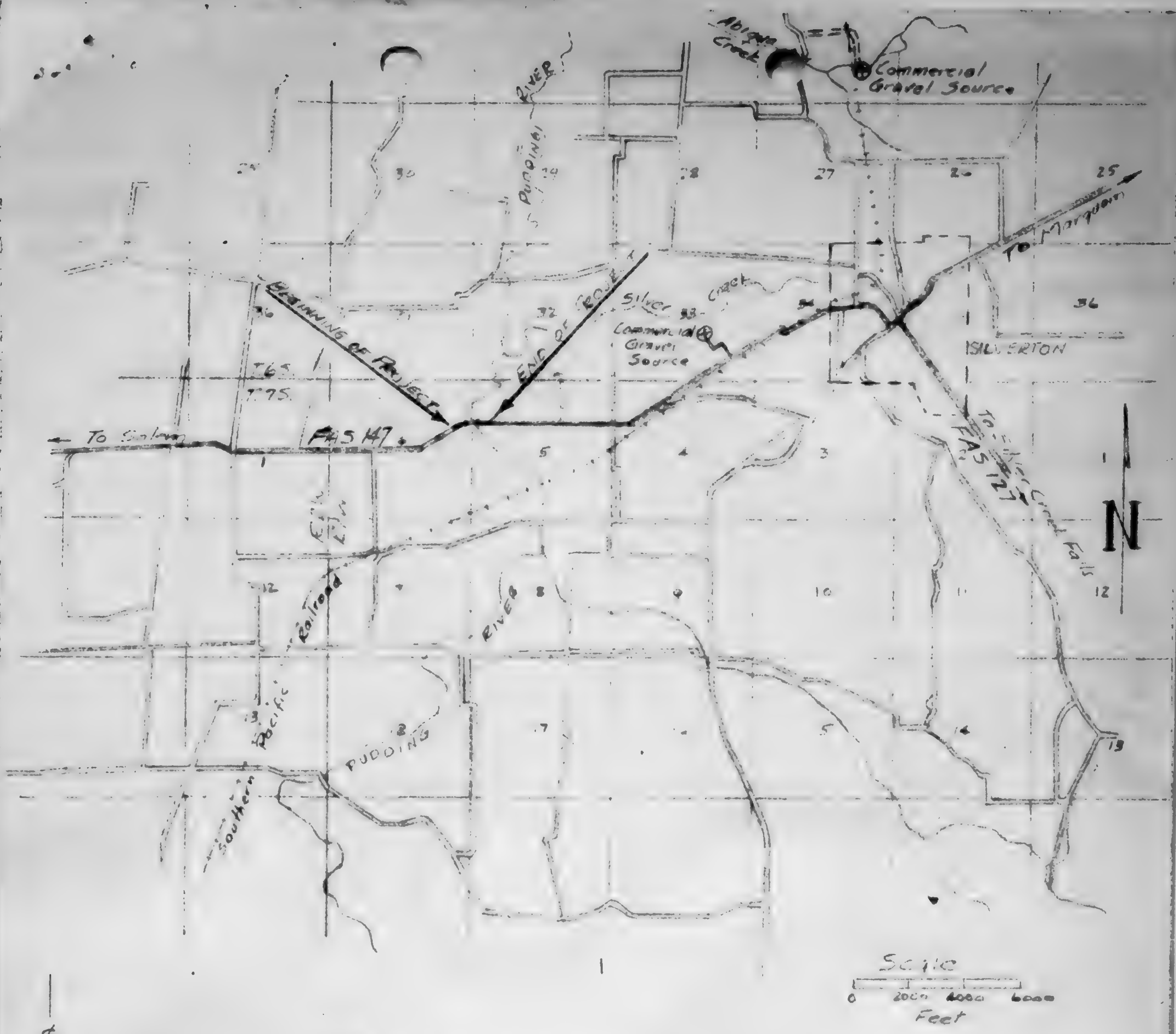
There are no state parks affected by this project.

March 6, 1959

Attachment

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson
Tom Edwards
J. D. Walker (2)
Arthur Duffy
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
R. C. Edgerton
Frank Hall
J. W. Nash
C. G. Polk
W. T. Wright
S. H. Probert
Ivan D. Merchant
C. G. Swenson
G. L. Decker (2)
I. A. DeFrance

RECEIVED
MAR 10 1959
OFFICE OF
STATE HIGHWAY ENGINEER


Abiqua Creek
Commercial Gravel Source
Pudding River
30
29
28
27
26
25
To Marquam
Silver Creek
32
33
34
36
Commercial Gravel Source
BEGINNING OF PROJECT
END OF PROJECT
SILVERTON
T.6S.
T.7S.
To Salem
FAS 147
FAS 127
To Silver Creek Falls
1
5
4
3
N
12
Southern Pacific Railroad
RIVER
8
9
10
11
12
13
PUDDING
7
14
Scale
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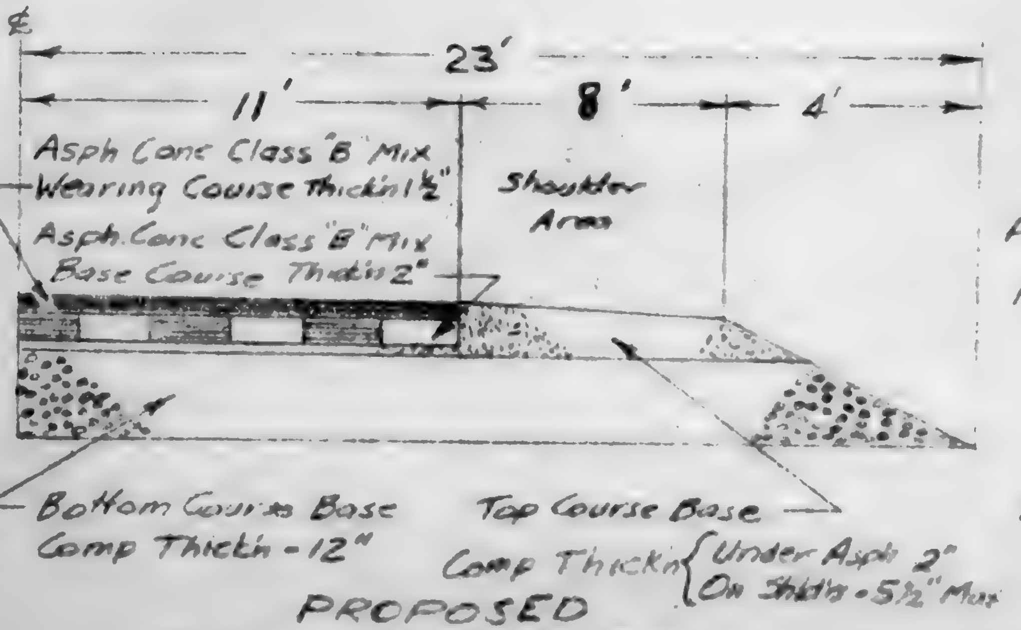
2000
4000
6000
Feet


℄
23'
11'
8'
4'
Asph Conc Class "B" Mix
Wearing Course Thick'n 1½"
Asph. Conc Class "B" Mix
Base Course Thick'n 2"
Shoulder Area
Bottom Course Base
Comp Thick'n - 12"
Top Course Base
Comp Thick'n { Under Asph 2"
On Sh'ld'rs - 5½" Max

PROPOSED
TYPICAL HALF-SECTION
&
BASE DESIGN

SKETCH TO ACCOMPANY
PROSPECTUS FOR PUDDING
RIVER BRIDGE REPLACEMENT
SILVERTON ROAD
FAS 147
MARION COUNTY

Arthur Duffy Sr. Res. Engr
Dec. 1958

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

Salem, Oregon
January 22, 1959

County FAS Projects
Approved 1/22/59

NOTED
V. R. JONES

Mr. J. D. Walker
Division II
OFFICE

NOTED
John F. Hagemann

Attached is a tabulation listing County FAS projects approved by the Highway Commission on January 22. Detailed descriptions, with map attachments, of the projects in Division II were forwarded you at an earlier date. As you are already aware the Pudding River Bridge Section of FAS 147 in Marion Co County will vary from the original description in that the new bridge will be located adjacent to and south of the existing bridge and shoulder widths on the road approaches to this bridge will be eight feet instead of four feet.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:cg
Att. 59-a
cc: Mr. Tom Edwards
Mr. Ivan Merchant

NOTED
Harold C. Ayers

NOTED
C. G. [illegible]

January 22, 1959

NOTED

Marion County Court
Courthouse
Salem, Oregon

NOTED
John F. Hagemann

Gentlemen:

On January 22 the Highway Commission approved the Marion County FAS projects as described in the attached tabulation; however, from information developed after the tabulation had been prepared it has been determined that the Pudding River Bridge on FAS 147 will be constructed along the southerly side of the existing bridge so that the existing bridge can carry traffic during construction. Also the shoulder width on the road approaches to this bridge will be increased from 4 feet to 8 feet in order to meet AASHO standards. The cost of this project will probably more nearly approach $100,000 than the $75,000 shown in the tabulation.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:cg
Att. 59-a
cc: Mr. John Anderson, County Engineer

PROPOSED PROJECTS
MARION COUNTY

FAS 147 - Pudding River Bridge Section, $75,000. This bridge is located approximately 3.5 miles westerly from the junction in Silverton of FAS 147 with FAS 127 (Silver Creek Falls State Highway.) The existing bridge carries highway department inventory No. 1329.

The proposed project is to replace the existing 247' long pile trestle bridge with a new structure having a roadway width of 26'. The project will also include road approaches (22' pavement with 4' shoulders) as required on each side of the bridge, provisions for carrying traffic during construction, and removal of the existing bridge. The new structure will be on the same site as the present bridge; however, the county has requested improvement of the grade by raising the grade line. Very likely, this will also involve a cut east of the bridge. After survey data is available the project should be reviewed with Mr. Anderson, County Engineer, to determine how extensive a grade change is desired.

FAS 737 - Pudding River Bridge, $25,000. This bridge is located approximately 0.5 mile east of Pratum. The existing bridge carries highway department inventory No. 5427.

The proposed project is to replace the existing 86' timber bridge with a new structure having a roadway width of 26'. The project will be for the structure only, including removal of the existing bridge. Marion County will either close the road during construction or provide a low level detour, and also construct road approaches as required. The new bridge will be on the same site as the existing bridge and, if feasible, a three span RCDG structure utilizing the existing concrete abutments is desired.

Funds in addition to those programmed above are available if required.

F-150(9) Depot Slough Sec. of 1959
Corvallis-Newport Hwy.
#5561

Monthly transaction number [illegible].9-3	For [illegible]-2A (5-[illegible]-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
Project report number **9**	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 8-21-61	County **Lincoln**
		Project number **F-150(9)**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **December 16**, 19**59**, is hereby modified as follows:

Revised estimated total cost of project	$ **110,671.00**
Revised Federal funds	$ **69,244.00**

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **28** day of **August**, 19**61**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. C. Polk**
Division Engineer

By: C. C. Pike
C. C. Pike
Acting Administrative Manager

USComm-DC 11170

August 25, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of Modification of Project Agreement, signed by a Highway Official, for the Depot Slough Section, Project No. F-150(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bm

RECEIVED 1959 FILE COPY Contract 5561 12-16-59

Monthly Transaction No. 1959-12	Form 2 (9-12)	e **Oregon**
Project Report No. FOR FILING F-150(9)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	County **Lincoln**
	FEDERAL-AID PROJECT AGREEMENT	Project No. **F-150(9)**

5561

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Depot Slough Bridge Section
(approx. 0.5 mile N.W. of Toledo)

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering	------	
Rights-of-Way		
Construction	9-25-59	0.1
Other (*Specify*)		

FUNDS

Estimated total cost of project	Federal funds
$ 104,812	$ 63,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By ____________________

____
(title)

By ____________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ **C. G. Polk**
Division Engineer
By: R C Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **December 16, 1959**

USComm-DC 40257

December 15, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Commission
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Depot Slough Section, Project No. F-150(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

RLG:om

November 20, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Depot Slough Section, Project No. F-150(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RWC:bb

Oregon State Highway Department

Federal Aid
Project No. F-150(9)

DEPOT SLOUGH SECTION OF THE

CORVALLIS-NEWPORT HIGHWAY IN LINCOLN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 20, 1959

Type Code 6201
Roadway (Sta. 290+22.95 to Sta. 295+05)(Contract No. 5561)

General Excavation, Unclassified	16,500 cu. yds.	$0.70	$ 11,550.00
Finishing Roadbed and Slopes	All Required		300.00
Metal Guard Rail	500 lin. ft.	2.50	1,250.00
Guide Posts, Type "W-2"	10 only	7.00	70.00
Coarse Crushed Material in Base	3,400 cu. yds.	3.80	12,920.00
3/4" - 0 Material in Base	530 cu. yds.	4.00	2,120.00
Sprinkling	100 M-gal.	2.50	250.00
Class "B" Asphaltic Concrete	830 tons	10.00	8,300.00
Asphaltic Concrete Traffic Markers	280 lin. ft.	0.90	252.00
Loose Riprap	220 cu. yds.	4.50	990.00
			$ 38,002.00
Flagging (57½% of Contractor's Cost)	All Required		500.00
Signing (Temporary)	All Required		300.00
Signing (Permanent)	All Required		2,000.00
	Subtotal		$ 40,802.00
	10% Engr. & Cont.		4,080.20
	Total		$ 44,882.20

Type Code X028
Box Culvert (Sta. 294+18 to Sta. 294+48.5)(Contract No. 5561)

Drainage Excavation, Unclassified	170 cu. yds.	$4.00	$ 680.00
Furnish Timber Piling	3,360 lin. ft.	0.95	3,192.00
Drive Piles	112 only	50.00	5,600.00
Class "A" Concrete	430 cu. yds.	70.00	30,100.00
Metal Reinforcement	66,000 lbs.	0.135	8,910.00
Removal of Old Bridge	All Required		6,000.00
	Subtotal		$ 54,482.00
	10% Engr. & Cont.		5,448.20
	Total		$ 59,930.20

Length of Roadway - - - - - 0.085 Mile
Length of Structure - - - - 0.006 Mile
Total Length- - - - - - - - 0.091 Mile
Cost of Roadway Per Mile- - $528,025.88

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 44,882.20	$27,000.00	$17,882.20
Structure	59,930.20	36,000.00	23,930.20
	$104,812.40	$63,000.00	$41,812.40

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. F-150(9)

DEPOT SLOUGH SECTION OF THE CORVALLIS-NEWPORT HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specification. Not as a basis for project agreement.)

Salem, Oregon, August 7, 1959

Type Code 6201
Roadway (Sta. 290+22.95 to Sta. 295+05)

General Excavation, Unclassified	16,500 cu. yds.	$ 0.75	$ 12,375.00
Finishing Roadbed and Slopes	All Required		200.00
Metal Guard Rail	500 lin. ft.	3.50	1,750.00
Guide Posts, Type "W-2"	10 only	5.00	50.00
Coarse Crushed Material in Base	3,400 cu. yds.	4.25	14,450.00
3/4" - 0 Material in Base	530 cu. yds.	4.50	2,385.00
Sprinkling	100 M-gals.	3.00	300.00
Class "B" Asphaltic Concrete	830 tons	12.00	9,960.00
Asphaltic Concrete Traffic Markers	280 lin. ft.	1.00	280.00
Loose Riprap	220 cu. yds.	3.50	770.00
			$ 42,520.00
Flagging (57½% of Contractor's Cost)	All Required		500.00
Signing (Temporary)	All Required		300.00
Signing (Permanent)	All Required		2,000.00
	Subtotal		$ 45,320.00
	10% Engr. & Cont.		4,532.00
	Total		$ 49,852.00

Type Code X028
Box Culvert (Sta. 294+18 to Sta. 294+48.5)

Drainage Excavation, Unclassified	170 cu. yds.	$ 3.00	$ 510.00
Furnish Timber Piling	3,360 lin. ft.	0.90	3,024.00
Drive Piles	112 only	45.00	5,040.00
Class "A" Concrete	430 cu. yds.	75.00	32,250.00
Metal Reinforcement	66,000 lbs.	0.14	9,240.00
Removal of Old Bridge	All Required		3,500.00
	Subtotal		$ 53,564.00
	10% Engr. & Cont.		5,356.40
	Total		$ 58,920.40

Length of Roadway - - - - - - - - - - - 0.085 Mile
Length of Structure - - - - - - - - - - 0.006 Mile
Total Length - - - - - - - - - - 0.091 Mile
Cost of Roadway Per Mile- - - - - - - - $586,494.11

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 49,852.00	$ 30,800.00	$ 19,052.00
Structure	58,920.40	36,200.00	22,720.40
	$108,772.40	$ 67,000.00	$ 41,772.40

RECEIVED
MAR 10 1961

FOR FILING

F-150 (9)

5561

March 10, 1961

Federal Insurance Co.,
Bonding Department
320 California Street
San Francisco 4, California

Gentlemen:

State Highway contract #5561 for grading-paving the Depot Slough Section of the Corvallis-Newport Highway in Lincoln County was completed by the contractor, Tom Lillebo Const. Co., on November 30, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of $2,979.62 will be released to the contractor after acceptance by the Commission. The total contract amount is $99,974.13, of which amount $653.35 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Federal Insurance Co.,
Ward Cook-Rodgers Ins. Co. Inc.,
603 Panama Bldg.,
Portland, Oregon

cc: Tom Lillebo Const. Co.,
Box 365
Reedsport
Oregon

RECEIVED
FEB 3 1961

FOR FILING
f-150(9)
5561

February 2, 1961

Federal Insurance Co.,
Bonding Department
320 California Street
San Francisco 4, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Tom Lillebo Construction Co., on contract #5561 for grading-paving the Depot Slough Section of the Corvallis-Newport Highway in Lincoln County.

This payment, in the amount of $12,069.16, will be released to the contractor on or after February 13, 1961. The retained percentage is $2,979.62.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Federal Insurance Co.,
Ward Cook-Rodgers Ins. Co. Inc.,
603 Panama Bldg.,
Portland, Oregon

cc: Tom Lillebo Construction Co.,
Box 365
Reedsport
Oregon

Form E-1—(Rev.)-

F-150(1)

21-1055

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 21, 1961

Section Depot Slough

Kind of work Grading & Paving

Highway Corvallis-Newport County Lincoln

Section prefix 21-1055

Contractor Tom Lillebo Construction Co.

Contract number 5561

Date of contract November 10, 1959

Specified work days 120

Date work started December 17, 1959

Work days used 128

Project authorization $107,194.50

Exclusive of engineering $99,571.78

Per cent of time elapsed 107%

Estimated cost of completed project, exclusive of engineering $101,589.95

Estimated per cent overrun or underrun +2.0%

Per cent of contract completed, based on estimated cost 100%

Engineering authorization $7,622.72

Engineering cost to date $9000.20, 118.1%

Date project was completed November 30, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

One man worked 4 days on this project completing semi-final estimate and compiling data to be submitted with this estimate. All work completed on this project and it will be submitted to Salem the first of next week. THIS IS THE FINAL REPORT ON THIS PROJECT.

NOTED
JOHN R. CARLS

Noted
M. N Juve

DIVISION
RECEIVED
JAN
NOTED

Signed

Address Box 37, Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.17	0.17			0.17
Miles partially completed					
Miles completed	0.17	0.17			0.17
Total estimated quantities (contract)	16,670	3,930			830
Total quantities corrected to date					
Estimated quantities moved or placed to date	19,606.61	4029			903.795
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Ptly Cloudy		
Wednesday	Clear		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
DEC 19 1960
FOR FILING

F-150(9)
5561

December 16, 1960

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 30, 1960, on Contract No. 5561, Depot Slough Section, in Lincoln County, in connection with Federal Aid Project No. F-150(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt
cc: C. G. Swenson

RECEIVED
NOV 3 1960
FOR FILING
7-150 (9)
5561

November 3, 1960

Tom Lillebo Construction Company
Box 366
Reedsport
Oregon

Gentlemen:

The State Highway Commission at its meeting held on November 3, 1960, had under discussion your request for an increase in the number of workdays from 120 days to 150 days, within which to complete your contract #5561, without the assessment of liquidated damages, for grading-paving the Depot Slough Section of the Corvallis-Newport Highway in Lincoln County.

A complete report concerning the matter was presented to the Highway Commission by the State Highway Engineer, and the Commission considered your request in light of all of the facts and circumstances disclosed in the report and in your request. After carefully reviewing all available information, the Highway Commission concluded that an increase in the number of workdays specified for the completion of the work was not warranted, and therefore denied your request.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: J. D. Walker
Wendell E. Schwartz
Tom Edwards
R. L. Porter
C. H. Maison

RECEIVED
OCT 1960
FOR FILING
7-150 (9)

5561

October 19, 1960

Request for extension of time
No. 1
November 3-4 meeting

Oregon State Highway Commission

Gentlemen:

The Tom Lillebo Construction Company, contractor for the Depot Slough Section of the Corvallis-Newport Highway, Contract No. 5561, has requested that work time be increased 30 days, from 120 days to 150 days, without the assessment of liquidated damages.

The basic reason given by the contractor is that tide waters interfered with his operation. Tide water is an inherent condition of this project and should have been provided for by the contractor. His sheet piling coffer dam was not high enough to contain tide waters in several places. In addition, the coffer dam itself leaked badly.

It is, therefore, recommended that the request be denied, as it was entirely the contractor's obligation to provide ample protection for his work from the action of tides.

This matter will be on the agenda for the November 3 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

FBK:fp me

Enclosure

cc Mr. Tom Edwards

RECEIVED
JUL 28 1960
FOR FILING

F-150(9)

5561

July 27, 1960

Oregon State Highway Commission

Gentlemen:

At 9:30 a.m., on July 26, 1960, permission was granted for the establishment of a 35-mile-per-hour construction speed zone on the Depot Slough Section of the Corvallis-Newport Highway, No. 33.

Your concurrence is recommended in the establishment of a 35-mile-per-hour construction speed zone on the Depot Slough Section of the Corvallis-Newport Highway, No. 33, between M.P. 5.50 and M.P. 5.67.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

VPJ:pk me

cc Mr. G. S. Paxson
Mr. F. B. Crandall

RECEIVED
FEB - 9 1960
FOR FILING

T-150(9)

5561

A

February 8, 1960

Lincoln County Drainage District No. 1
Toledo, Oregon

Attention: Edward G. Dahl, Supervisor

Gentlemen:

Reference is made to your letter of February 6 in regard to debris at the site of the construction of the new structure at Depot Slough.

We are issuing instructions to the contractor requesting him to control the disposal of trash and debris at this location.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

cc Mr. Ivan Merchant

Toledo, Oregon
Feb. 6, 1960

Oregon State Highway Dept.
State Highway Bldg.
Salem, Oregon

RECEIVED
FEB 8 1960
OREGON
STATE HIGHWAY COMMISSION

Attention:

Members of Lincoln County Drainage District #1 at Toledo are asking that you help protect the dyke and tide gates in Depot Slough by disposing of debris at the sight of construction of the bridge at the junction of Highway 20 and the Siletz Road.

This trash floats down stream and can cause great damage and expence to the District.

Kindly give this your immediate attention.

Sincerely,

Edward J Dahl, Supervisor
Lincoln County Drainage Dist. #1

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1960
FOR FILING

I 150 (1)

5561

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 29, 1960

SUBJECT: Depot Slough Section
Corvallis-Newport Highway
Contract No. 5561

To:

Memo to the Files

This date, I discussed briefly with Mr. Willis Grafe of the Bureau of Public Roads a situation which has developed with reference to the foundation for the double 12 by 10 reinforced concrete box.

The 30-foot piling being used were not adequate in length to develop required bearing and it has become necessary to splice bearing and use longer piling in the balance of the box.

The contractor has quoted a price of $30 per splice which can be justified. Mr. Grafe expressed the opinion that in view of the ~~eight~~ site condition and in as much as this has become a practice in the past, that the Bureau of Public Roads would participate in the cost of this work.

Instructions have been given to the field to proceed.

Tom Edwards
Construction Engineer

By

for L. H. Young
Assistant Construction Engineer

LHY:fp

cc Willis R. Grafe
Forrest Cooper
R. L. Porter
J. D. Walker

NOTED
[illegible]

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
DEC 24 1959

FOR FILING
F-150(9)

5561

December 23, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on December 17, 1959, on Contract No. 5561, Depot Slough Section, in Lincoln County, in connection with Federal Aid Project No. F-150(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bk

RECEIVED
DEC - 2 1959
FOR FILING

F-150(9)

5561

A

December 1, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Depot Slough Section of the Corvallis-Newport Highway in Lincoln County, Contract No. 5561, in connection with Federal Aid Project No. F-150(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Enc.

A

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V 27 1959
FOR FILING
[illegible]
5571

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 25, 1959

Tom Lillebo Construction Co.,
Box 365
Reedsport
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5561, awarded November 10, 1959, for grading-paving the Depot Slough Section of the Corvallis-Newport Highway in Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
NOV 10 1959
FOR FILING

F.50(4)

5561

A

November 10, 1959

Tom Lillebo Construction Company
P. O. Box 365
Reedsport, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 accepted your proposal for grading and paving on the Depot Slough Section of the Corvallis-Newport Highway in Lincoln County for the sum of $92,444.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled.

These conditions have now been satisfied and the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. The project has been assigned Contract No. 5561.

This letter confirms my wire to you of this date. Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	☐
DAY LETTER	☐
NIGHT LETTER	☐

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	☐
LETTER TELEGRAM	☐
SHORE-SHIP	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
November 10, 1959

Tom Lillebo Construction Company
P. O. Box 365
Reedsport, Oregon

Contract for grading and paving on Depot Slough Section of Corvallis-Newport Highway, Lincoln County, for which you submitted low bid on October 13, 1959 awarded you today. Contract forms follow shortly.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Confirmation
Accounting (5003-900)
Files
Lee Gatlin

RECEIVED

F 50(9) When replying, refer to
08-35.4-0

5561

408 State Highway Bldg.
Salem, Oregon

November 10, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project F-150(9), Depot Slough Bridge Section, Corvallis-Newport Highway, we hereby concur, as of this date, in award of Contract No. 5561 to Tom Lillebo Construction Co., of Reedsport, Oregon, low bidder in the amount of $92,484.00 at the October 13, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

Orig Poster

RECEIVED
NOV 10 1959
FOR FILING

[illegible]

5561

November 10, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for 0.09 mile of grading and paving on the Depot Slough Section of the Corvallis-Newport Highway in Lincoln County, Project F-150(9), to Tom Lillebo Construction Co. on the basis of the bid of $92,484.00 submitted on October 13, 1959.

All rights of entry required for this contract are acquired.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:bb

RECEIVED
NOV -5 1959
FOR FILING
F 150(9)

5561

November 5, 1959

Tom Lillebo Construction Company
P. O. Box 365
Reedsport, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 accepted your bid in the amount of $92,484.00 for grading and paving on the Depot Slough Section of the Corvallis-Newport Highway in Lincoln County, which was the low bid received for that job on October 13, 1959.

The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

RECEIVED
SEP [illegible] 1959
FOR FILING
F-150(9)
5561

When replying, refer to
08-35.4-0

408 State Highway Bldg.
Salem, Oregon

September 25, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project F-150(9), Depot Slough Section, Corvallis-Newport Highway, Lincoln County.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

Orig to Printer

I-80N-1(12) Union Ave. Br. Reconst. 1959
00 over Union Ave.-37th Ave. Sec.,
#5562 Columbia River Hwy.

11-13-61

RECEIVED
NOV 15 1961
FOR FILING

Monthly transaction number 11746	Fo -2A (5-[illegible]-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project report number I-80N-1(12) 5512	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County **Multnomah** Project number **I-80N-1(12)00**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **December 16**, 19**59**, is hereby modified as follows:

Revised estimated total cost of project	$ **447,591.00**
Revised Federal funds	$ **410,498.00**

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **13** day of **November**, 19**61**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

State Highway Engineer
(Title)

By ____________________

____
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ **C. G. Polk**
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

USComm-DC 11170

November 7, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway official, for the Union Avenue Bridge Reconstruction, Project Number I-80N-1(12)00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Project 5562

12-16-59 A

RECEIVED
1959
FOR FILING

Monthly Transaction No. 12-56

Project Report No. I-80N5 1(12)22

5562

Form -12

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

Oregon

County **Multnomah**

Project No. **I-80N-1(12)00**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Union Ave. (Portland) Undercrossing

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	----	
Rights-of-Way		
Construction	9-25-59	0.0
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **432,987**	Federal funds $ **398,000**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
~~Deputy~~ **State Highway Engineer**
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **December 16, 1959**

December 15, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Union Avenue Bridge Reconstruction, Project No. I-80N-1(12)00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

[illegible]

November 25, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Union Avenue Bridge Reconstruction, Project No. I-80N-1(12)00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:cr

Oregon State Highway Department

Federal Aid
Project No. I-80N-1(12)00

UNION AVENUE BRIDGE RECONSTRUCTION ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 25, 1959

Type Code X731
Union Avenue Bridge Reconstruction (Sta. "SE" 21+50)(Contract No. 5562)

ROADWAY

Removing Concrete and Masonry	All	Required		$ 3,700.00
Drainage Excavation, Unclassified	45	cu.yds.	$ 4.50	202.50
General Excavation, Unclassified	12,000	cu.yds.	1.15	13,800.00
6-inch Sewer Pipe	22	lin.ft.	1.40	30.80
8-inch Sewer Pipe	178	lin.ft.	1.55	275.90
15-inch Sewer Pipe	74	lin.ft.	3.00	222.00
Concrete Manholes	2	only	350.00	700.00
Adjustment of Manholes	1	only	50.00	50.00
Concrete Inlets, Type "G-1"	4	only	95.00	380.00
Concrete Curbs	20	cu.yds.	50.00	1,000.00
Concrete Walks	145	sq.yds.	5.00	725.00
Concrete Driveways	14	sq.yds.	5.85	81.90
Salvage Guard Rail	1,000	lin.ft.	3.25	3,250.00
Portable Traffic Barriers	280	lin.ft.	4.00	1,120.00
Coarse Crushed Material in Base	1,610	cu.yds.	3.40	5,474.00
3/4" - 0 Material in Base	220	cu.yds.	3.65	803.00
Sprinkling	44	M-gal.	4.00	176.00
Preparation of Base	All	Required		500.00
3/4" - 0 Material in Binder Course	14	cu.yds.	8.00	112.00
RC-3 Asphalt	2	tons	75.00	150.00
Class "B" Asphaltic Concrete	520	tons	8.50	4,420.00
				$37,173.10

STRUCTURE RECONSTRUCTION

Detour Illumination	All	Required		$ 4,650.00
Construct Detour and Provide for Traffic	All	Required		40,614.00
Signs, barricades and lights	All	Required		2,000.00
Bridge Removal	All	Required		22,500.00
Structural Excavation	680	cu.yds.	6.00	4,080.00
Furnish Steel Piling	7,495	lin.ft.	5.00	37,475.00
Drive Piles	132	only	70.00	9,240.00
Splice Piles	65	only	25.00	1,625.00
Class "A" Concrete (1,167 cu.yds.)	All	Required		70,020.00
Metal Reinforcement (231,000 lbs.)	All	Required		29,261.00
Structural Steel (506,900 lbs.)	All	Required		99,509.00
Metal Handrail	510	lin.ft.	12.50	6,375.00
Concrete Slab Riprap	1,100	sq.yds.	7.50	8,250.00
Standard 6-inch Steel Pipe	36	lin.ft.	9.00	324.00
Standard 8-inch Steel Pipe	36	lin.ft.	10.70	385.20
Alter Building	All	Required		13,194.00
				$349,502.20

Work by City of Portland (Water Lines)	All Required	$ 1,600.00
Reset Light Standard (E.W.O. or S.F.)	All Required	150.00
Seeding and Mulching (S.F.)	All Required	200.00
Flagging (57½% of Contractor's Cost)	All Required	1,500.00
Shoring, Cribbing, etc. (Extra Work)	All Required	3,510.00
	Subtotal	$393,625.30
	10% Engr. & Cont.	39,361.70
	Total	$432,987.00

Length of Structure. . . . . 0.000 mile

Federal Funds.	$398,000.00
State Funds	34,987.00
	$432,987.00

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939

State Funds for Maint.: Chap. 529, laws, 1939

UNION AVENUE BRIDGE RECONSTRUCTION

Project No. I-80N-1(12)00

Estimated cost of work by City of Portland

Materials	$ 344.00
Labor	882.00
Equipment	84.00
Contingency Items	291.00
	$1,601.00

Use. $1,600.00

Oregon State Highway Department

Federal Aid
Project No. I-80N-1(12)00

UNION AVENUE BRIDGE RECONSTRUCTION ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 30, 1959

Type Code X731
Union Avenue Bridge Reconstruction (Sta. "SE" 21+50)

ROADWAY

Removing Concrete and Masonry	All Required		$ 3,000.00
Drainage Excavation, Unclassified	14 cu. yds.	$3.50	49.00
General Excavation, Unclassified	12,000 cu. yds.	.75	9,000.00
6-inch Sewer Pipe	100 lin. ft.	1.50	150.00
8-inch Sewer Pipe	26 lin. ft.	2.00	52.00
15-inch Sewer Pipe	74 lin. ft.	3.25	240.50
Concrete Manholes	1 only	300.00	300.00
Adjustment of Manholes	1 only	50.00	50.00
Concrete Inlets, Type "G-1"	1 only	85.00	85.00
Concrete Curbs	18 cu. yds.	45.00	810.00
Concrete Walks	120 sq. yds.	4.50	540.00
Concrete Driveways	14 sq. yds.	4.50	63.00
Salvage Guardrail	1,000 lin. ft.	1.75	1,750.00
Portable Traffic Barriers	280 lin. ft.	4.50	1,260.00
Coarse Crushed Material in Base	1,610 cu. yds.	2.75	4,427.50
3/4" - 0 Material in Base	220 cu. yds.	3.00	660.00
Sprinkling	44 M-gals.	3.00	132.00
Preparation of Base	All Required		500.00
3/4" - 0 Material in Binder Course	14 cu. yds.	6.00	84.00
RC-3 Asphalt	2 tons	60.00	120.00
Class "B" Asphaltic Concrete	400 tons	7.50	3,000.00
			$26,273.00

STRUCTURE RECONSTRUCTION

Detour Illumination	All Required		$ 1,800.00
Construct Detour and Provide for Traffic	All Required		75,000.00
Signs, Barricades and Lights	All Required		200.00
Bridge Removal	All Required		20,000.00
Structural Excavation	680 cu. yds.	$6.00	4,080.00
Furnish Steel Piling	7,615 lin. ft.	5.00	38,075.00
Drive Piles	133 only	80.00	10,640.00

Splice Piles	25 only	$45.00	$ 1,125.00
Class "A" Concrete			
(1,167 cu. yds. at $65.00)	All Required		75,855.00
Metal Reinforcement			
(231,500 lbs. at $0.125)	All Required		28,937.50
Structural Steel			
(510,500 lbs. at $0.22)	All Required		112,310.00
Metal Handrail	510 lin. ft.	12.00	6,120.00
Concrete Slab Riprap	1,100 sq. yds.	8.00	8,800.00
Standard 6-inch Steel Pipe	36 lin. ft.	7.00	252.00
Standard 8-inch Steel Pipe	36 lin. ft.	8.00	288.00
Alter Building	All Required		7,000.00
			$390,482.50
Seeding and Mulching (State Force)	All Required		200.00
Flagging (57½% of Contractor's Cost)	All Required		1,500.00
	Subtotal		$418,455.50
	10% Engr. & Cont.		41,845.55
	Total		$460,301.05

Length of Structure - - 0.000 Mile

Federal Funds -	$425,000.00
State Funds -	35,301.05
	$460,301.05

Oregon State Highway Department

Federal Aid
Project No. I-80N-1(12)00

UNION AVENUE BRIDGE RECONSTRUCTION ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 30, 1959

Type Code X731
Union Avenue Bridge Reconstruction (Sta. "SE" 21+50)

ROADWAY

Removing Concrete and Masonry	All	Required	$	$ 3,000.00
Drainage Excavation, Unclassified	14	cu.yds.	3.50	49.00
General Excavation, Unclassified	12,000	cu.yds.	.75	9,000.00
6-inch Sewer Pipe	100	lin.ft.	1.50	150.00
8-inch Sewer Pipe	26	lin.ft.	2.00	52.00
15-inch Sewer Pipe	74	lin.ft.	3.25	240.50
Concrete Manholes	1	only	300.00	300.00
Adjustment of Manholes	1	only	50.00	50.00
Concrete Inlets, Type "G-1"	1	only	85.00	85.00
Concrete Curbs	18	cu.yds.	45.00	810.00
Concrete Walks	120	sq.yds.	4.50	540.00
Concrete Driveways	14	sq.yds.	4.50	63.00
Salvage Guard Rail	1,000	lin.ft.	1.75	1,750.00
Portable Traffic Barriers	280	lin.ft.	4.50	1,260.00
Coarse Crushed Material in Base	1,610	cu.yds.	2.75	4,427.50
3/4" - 0 Material in Base	220	cu.yds.	3.00	660.00
Sprinkling	44	M-gals.	3.00	132.00
Preparation of Base	All	Required		500.00
3/4" - 0 Material in Binder Course	14	cu.yds.	6.00	84.00
RC-3 Asphalt	2	tons	60.00	120.00
Class "B" Asphaltic Concrete	400	tons	7.50	3,000.00
				$ 26,273.00

STRUCTURE RECONSTRUCTION

Detour Illumination	All	Required	$	$ 1,800.00
Construct Detour and Provide for Traffic	All	Required		75,000.00
Signs, Barricades and Lights	All	Required		200.00
Bridge Removal	All	Required		20,000.00
Structural Excavation	680	cu.yds.	6.00	4,080.00
Furnish Steel Piling	7,615	lin.ft.	5.00	38,075.00
Drive Piles	133	only	80.00	10,640.00
Splice Piles	25	only	45.00	1,125.00
Class "A" Concrete (1,167 cu.yd. at $65.00)	All	Required		75,855.00
Metal Reinforcement (231,500 lbs. at $0.125)	All	Required		28,937.50
Structural Steel (510,500 lbs. at $0.22)	All	Required		112,310.00

Metal Handrail	510	lin.ft.	$ 12.00	$ 6,120.00
Concrete Slab Riprap	1,100	sq.yds.	8.00	8,800.00
Standard 6-inch Steel Pipe	36	lin.ft.	7.00	252.00
Standard 8-inch Steel Pipe	36	lin.ft.	8.00	288.00
Alter Building	All	Required		7,000.00
				$390,482.50
Seeding & Mulching (State Force)	All	Required		200.00
Flagging (57½% of Contractors Cost)	All	Required		1,500.00
Shoring, Cribbing, etc.(Extra Work)	All	Required		3,500.00
		Subtotal		$421,955.50
		10% Engr. & Cont.		42,195.55
		Total		$464,151.05

Length of Structure. . . . . 0.000 mi.

Federal Funds.	$428,000.00
State Funds	36,151.05
	$464,151.05

Federal Aid
Oregon State Highway Department Project No. I-80N-1(12)00

UNION AVENUE BRIDGE RECONSTRUCTION ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 15, 1959

Type Code IV31
Union Avenue Bridge Reconstruction (Sta. "SE" 21+50)

Roadway

Removing Concrete and Masonry	All Required	$	$ 3,000.00
Drainage Excavation, Unclassified	14 cu. yds.	3.50	49.00
General Excavation, Unclassified	12,000 cu. yds.	0.75	9,000.00
6-inch Sewer Pipe	100 lin. ft.	1.50	150.00
8-inch Sewer Pipe	26 lin. ft.	2.00	52.00
15-inch Sewer Pipe	74 lin. ft.	3.25	240.50
Concrete Manholes	1 only	300.00	300.00
Adjustment of Manholes	1 only	50.00	50.00
Concrete Inlets, Type "G-1"	1 only	85.00	85.00
Concrete Curbs	18 cu. yds.	45.00	810.00
Concrete Walks	120 sq. yds.	4.50	540.00
Concrete Driveways	14 sq. yds.	4.50	63.00
Salvage Guard Rail	1,000 lin. ft.	1.75	1,750.00
Portable Traffic Barriers	280 lin. ft.	4.50	1,260.00
Coarse Crushed Material in Base	1,610 cu. yds.	2.75	4,427.50
3/4" - 0 Material in Base	220 cu. yds.	3.00	660.00
Sprinkling	44 M-gal.	3.00	132.00
Preparation of Base	All Required		500.00
3/4" - 0 Material in Binder Course	14 cu. yds.	6.00	84.00
RC-3 Asphalt	2 tons	60.00	120.00
Class "B" Asphaltic Concrete	500 tons	7.50	3,750.00
			$ 27,023.00

Structure Reconstruction

Detour Illumination	All Required	$	$ 1,800.00
Construct Detour and Provide for Traffic	All Required		75,000.00
Signs, Barricades and Lights	All Required		200.00
Bridge Removal	All Required		20,000.00
Structural Excavation	680 cu. yds.	6.00	4,080.00
Furnish Steel Piling	7,495 lin. ft.	5.00	37,475.00
Drive Piles	132 only	80.00	10,560.00
Splice Piles	65 only	45.00	2,925.00
Class "A" Concrete (1,167 cu.yds. at $65.00)	All Required		75,855.00
Metal Reinforcement (231,500 lbs. at $0.125)	All Required		28,937.50
Structural Steel (510,500 lbs. at $0.22)	All Required		112,310.00

Metal Handrail	510 lin. ft.	$12.00	$ 6,120.00
Concrete Slab Riprap	1,100 sq. yds.	8.00	8,800.00
Standard 6-inch Steel Pipe	36 lin. ft.	7.00	252.00
Standard 8-inch Steel Pipe	36 lin. ft.	8.00	288.00
Alter Building	All Required		7,000.00
			$391,602.50
Seeding and Mulching (State Force)	All Required		200.00
Flagging (57½% of Contractor's Cost)	All Required		1,500.00
Shoring, Cribbing, Etc. (Extra Work)	All Required		3,500.00
	Subtotal		$423,825.50
	10% Engr. & Cont.		42,382.55
	Total		$466,208.05

Length of Structure - - - - - - 0.000 Mile

Federal Funds -	$430,000.00
State Funds -	36,208.05
	$466,208.05

Oregon State Highway Department

Federal Aid
Project No. I-80N-1(12)00

UNION AVENUE BRIDGE RECONSTRUCTION ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 17, 1959

Type Code X731
Union Avenue Bridge Reconstruction (Sta. "SE" 21+50)

ROADWAY

Removing Concrete and Masonry	All	Required		$ 3,000.00
Drainage Excavation, Unclassified	14	cu.yds.	$3.50	49.00
General Excavation, Unclassified	12,000	cu.yds.	.75	9,000.00
6-inch Sewer Pipe	100	lin.ft.	1.50	150.00
8-inch Sewer Pipe	26	lin.ft.	2.00	52.00
15-inch Sewer Pipe	74	lin.ft.	3.25	240.50
Concrete Manholes	1	only	300.00	300.00
Adjustment of Manholes	1	only	50.00	50.00
Concrete Inlets, Type "G-1"	1	only	85.00	85.00
Concrete Curbs	18	cu.yds.	45.00	810.00
Concrete Walks	120	sq.yds.	4.50	540.00
Concrete Driveways	14	sq.yds.	4.50	63.00
Salvage Guard Rail	1,000	lin.ft.	1.75	1,750.00
Portable Traffic Barriers	280	lin.ft.	4.50	1,260.00
Coarse Crushed Material in Base	1,610	cu.yds.	2.75	4,427.50
3/4" - 0 Material in Base	220	cu.yds.	3.00	660.00
Sprinkling	44	M-gals.	3.00	132.00
Preparation of Base	All	Required		500.00
3/4" - 0 Material in Binder Course	14	cu.yds.	6.00	84.00
RC-3 Asphalt	2	tons	60.00	120.00
Class "B" Asphaltic Concrete	500	tons	7.50	3,750.00
				$27,023.00

STRUCTURE RECONSTRUCTION

Detour Illumination	All	Required		$ 1,800.00
Construct Detour and Provide For Traffic	All	Required		75,000.00
Signs, Barricades and Lights	All	Required		200.00
Bridge Removal	All	Required		20,000.00
Structural Excavation	680	cu.yds.	$6.00	4,080.00
Furnish Steel Piling	7,495	lin.ft.	5.00	37,475.00
Drive Piles	132	only	80.00	10,560.00
Splice Piles	65	only	45.00	2,925.00
Class "A" Concrete (1,167 cu.yds. at $65.00)	All	Required		75,855.00
Metal Reinforcement (231,500 lbs. at $.125)	All	Required		28,937.50
Structural Steel (506,900 lbs. at $.22)	All	Required		111,518.00
Metal handrail	510	lin.ft.	12.00	6,120.00
Concrete Slab Riprap	1,100	sq.yds.	8.00	8,800.00

Standard 6-inch Steel Pipe	36 lin.ft.	$7.00	$ 252.00
Standard 8-inch Steel Pipe	36 lin.ft.	8.00	288.00
Alter Building	All Required		7,000.00
			$390,810.50
Seeding and Mulching (S.F.)	All Required		200.00
Flagging (57½% of Contractors Cost)	All Required		1,500.00
Shoring, Cribbing, etc. (Extra Work)	All Required		3,500.00
	Subtotal		$423,033.50
	10% Engr. & Cont.		42,303.35
	Total		$465,336.85

Length of Structure 0.000 mile.

Federal Funds	$429,000.00
State Funds.	36,336.85
	$465,336.85

Oregon State Highway Department

Federal Aid
Project No. I-80N-1(12)00

UNION AVENUE BRIDGE RECONSTRUCTION ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 28, 1959

Type Code X731
Union Avenue Bridge Reconstruction (Sta. "SE" 21+50)

Roadway

Removing Concrete and Masonry	All	Required	$	$ 3,000.00
Drainage Excavation, Unclassified	45	cu. yds.	3.50	157.50
General Excavation, Unclassified	12,000	cu. yds.	0.75	9,000.00
6-inch Sewer Pipe	22	lin. ft.	1.50	33.00
8-inch Sewer Pipe	178	lin. ft.	2.00	356.00
15-inch Sewer Pipe	74	lin. ft.	3.25	240.50
Concrete Manholes	2	only	300.00	600.00
Adjustment of Manholes	1	only	50.00	50.00
Concrete Inlets, Type "G-1"	4	only	85.00	340.00
Concrete Curbs	20	cu. yds.	45.00	900.00
Concrete Walks	145	sq. yds.	4.50	652.50
Concrete Driveways	14	sq. yds.	4.50	63.00
Salvage Guard Rail	1,000	lin. ft.	1.75	1,750.00
Portable Traffic Barriers	280	lin. ft.	4.50	1,260.00
Coarse Crushed Material in Base	1,610	cu. yds.	2.75	4,427.50
3/4" - 0 Material in Base	220	cu. yds.	3.00	660.00
Sprinkling	44	M-gal.	3.00	132.00
Preparation of Base	All	Required		500.00
3/4" - 0 Material in Binder Course	14	cu. yds.	6.00	84.00
RC-3 Asphalt	2	tons	60.00	120.00
Class "B" Asphaltic Concrete	520	tons	7.50	3,900.00
				$ 28,226.00

Structure Reconstruction

Detour Illumination	All	Required	$	$ 1,800.00
Construct Detour and Provide for Traffic	All	Required		75,000.00
Signs, Barricades and Lights	All	Required		200.00
Bridge Removal	All	Required		20,000.00
Structural Excavation	680	cu. yds.	6.00	4,080.00
Furnish Steel Piling	7,495	lin. ft.	5.00	37,475.00
Drive Piles	132	only	80.00	10,560.00
Splice Piles	65	only	45.00	2,925.00
Class "A" Concrete (1,167 cu.yds. at $65.00)	All	Required		75,855.00
Metal Reinforcement (231,500 lbs. at $0.125)	All	Required		28,937.50
Structural Steel (506,900 lbs. at $0.22)	All	Required		111,518.00
Metal Handrail	510	lin. ft.	12.00	6,120.00
Concrete Slab Riprap	1,100	sq. yds.	8.00	8,800.00
Standard 6-inch Steel Pipe	36	lin. ft.	7.00	252.00

Standard 8-inch Steel Pipe	36 lin. ft.	$8.00	$ 288.00
Alter Building	All Required		7,000.00
			$390,810.50
Seeding and Mulching (S.F.)	All Required		200.00
Flagging (57½% of Contractor's Cost)	All Required		1,500.00
Shoring, Cribbing, Etc. (Extra Work)	All Required		3,500.00
	Subtotal		$424,236.50
	10% Engr. & Cont.		42,423.65
	Total		$466,660.15

Length of Structure - - - - - 0.000 Mile

Federal Funds -	$429,000.00
State Funds -	37,660.15
	$466,660.15

Oregon State Highway Department

Federal Aid
Project No. I-80N-1(12)00

UNION AVENUE BRIDGE RECONSTRUCTION ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate revised to include utility work. Not as a basis for project agreement.)

Salem, Oregon, October 23, 1959

Type Code X731
Union Avenue Bridge Reconstruction (Sta. "SE"21+50)

ROADWAY

Removing Concrete and Masonry	All	Required		$ 3,000.00
Drainage Excavation, Unclassified	45	cu.yds.	$ 3.50	157.50
General Excavation, Unclassified	12,000	cu.yds.	.75	9,000.00
6-inch Sewer Pipe	22	lin.ft.	1.50	33.00
8-inch Sewer Pipe	178	lin.ft.	2.00	356.00
15-inch Sewer Pipe	74	lin.ft.	3.25	240.50
Concrete Manholes	2	only	300.00	600.00
Adjustment of Manholes	1	only	50.00	50.00
Concrete Inlets, Type "G-1"	4	only	85.00	340.00
Concrete Curbs	20	cu.yds.	45.00	900.00
Concrete Walks	145	sq.yds.	4.50	652.50
Concrete Driveways	14	sq.yds.	4.50	63.00
Salvage Guard Rail	1,000	lin.ft.	1.75	1,750.00
Portable Traffic Barriers	280	lin.ft.	4.50	1,260.00
Coarse Crushed Material in Base	1,610	cu.yds.	2.75	4,427.50
3/4" - 0 Material in Base	220	cu.yds.	3.00	660.00
Sprinkling	44	M-gals.	3.00	132.00
Preparation of Base	All	Required		500.00
3/4" - 0 Material in Binder Course	14	cu.yds.	6.00	84.00
RC-3 Asphalt	2	tons	60.00	120.00
Class "B" Asphaltic Concrete	520	tons	7.50	3,900.00
				$28,226.00

Structure Reconstruction

Detour Illumination	All	Required		$ 1,800.00
Construct Detour and Provide For Traffic	All	Required		75,000.00
Signs, Barricades and Lights	All	Required		200.00
Bridge Removal	All	Required		20,000.00
Structural Excavation	680	cu.yds.	$ 6.00	4,080.00
Furnish Steel Piling	7,495	lin.ft.	5.00	37,475.00
Drive Piles	132	only	80.00	10,560.00
Splice Piles	65	only	45.00	2,925.00
Class "A" Concrete (1,167 cu.yds. at $65.)	All	Required		75,855.00
Metal Reinforcement (231,500 lbs. at $0.125)	All	Required		28,937.50
Structural Steel (506,900 lbs. at $0.22)	All	Required		111,518.00
Metal Handrail	510	lin.ft.	12.00	6,120.00
Concrete Slab Riprap	1,100	sq.yds.	8.00	8,800.00
Standard 6-inch Steel Pipe	36	lin.ft.	7.00	252.00
Standard 8-inch Steel Pipe	36	lin.ft.	8.00	288.00
Alter Building	All	Required		7,000.00
				$390,810.50

Work by the City of Portland (Water Lines)	All Required	$ 1,600.00
Reset Light Standard (EWO or SF)	All Required	150.00
Seeding and Mulching (SF)	All Required	200.00
Flagging (57½% of Contractor's Cost)	All Required	1,500.00
Shoring, Cribbing, etc. (Extra Work)	All Required	3,500.00
	Subtotal	$425,986.50
	10% Engr. & Cont.	42,598.65
	Total	$468,585.15
Length of Structure.	0.000 mile	
Federal Funds.		$429,000.00
State Funds.		39,585.15
		$468,585.15

UNION AVENUE BRIDGE RECONSTRUCTION

Project No. I-80N-1(12)00

Estimated cost of work by City of Portland.

Materials	$ 344.00
Labor	882.00
Equipment	84.00
Contingency Items	291.00
	$1,601.00
Use	$1,600.00

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MAY 24 1961
FOR FILING

I-[illegible]-1 ([illegible])

[illegible]

May 23, 1961

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

You are hereby notified that a post-final payment will be made to C. J. Montag & Sons on contract #5562 for the Union Avenue Bridge reconstruction on Union Ave. -37th Ave. Section of the Columbia River Highway in Multnomah County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $409,144.28, including the post-final payment of $367.73. Of the total, $2,523.35 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Edward C. Larkins Agency
609 Mead Bldg.,
Portland 4, Oregon

cc: C. J. Montag & Sons
7505 NE Halsey St.,
Portland 13
Oregon

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APR 4 1961
FOR FILING

I-80N-1(12)00

5562

April 4, 1961

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

State Highway contract #5562 for reconstruction of the Union Avenue Bridge on the Union Ave.-37th Ave. Section of the Columbia River Highway in Multnomah County was completed by the contractor, C. J. Montag & Sons, on January 24, 1961, and was formally accepted by the Highway Commission on March 10, 1961.

Final payment in the amount of $21,830.38 will be released to the contractor on or after April 14, 1961. The total contract amount is $408,776.55, of which amount $2,523.35 represents force account items

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Glens Falls Insurance Co.,
Edward C. Larkins Agency
609 Mead Bldg.,
Portland 4, Oregon

cc: C. J. Montag & Sons
7805 NE Halsey St.,
Portland 13, Oregon

RECEIVED
MAR 24 1961
FOR FILING

I-80N-1(12)00

5562

March 23, 1961

Mr. C. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Re: Railroad Reimbursable Bills

Dear Sir:

It has just been called to my attention that four structural contracts involving work on or near the Union Pacific Railroad Company's right of way and upon which railroad reimbursabe costs were incurred have been completed, but billings of these costs have not been received from the Union Pacific Railroad Company. These contracts are as follows:

1. Contract #5562 with C. J. Montag and Sons for Reconstruction of the Union Avenue Bridge over the T. H. Banfield Freeway in Portland. The contract was completed on January 24, 1961 and accepted by the Highway Commission as complete on March 10, 1961. To date we have Union Pacific bills through the month of May 1960. We need the Railroad bills from June 1960 through to the contract completion date.

2. Contract #5763 with C. J. Montag and Sons for construction of the Tillamook Street Partial Viaduct on Interstate Avenue in Portland. Contract was completed on January 31, 1961 and accepted by the Highway Commission as complete on March 10, 1961. We have received no Railroad bills to date on this work.

3. Contract #5424 with the Schrader Construction Company for the Grande Ronde River Bridges on the Old Oregon Trail Highway in

Union County. Work on the contract was completed on January 27, 1961 and accepted by the Highway Commission on March 10, 1961 as complete. We have the Railroad Company bills for work done to March 31, 1960. Before we can final the contract, we will have to have, for review, the Railroad Company bills for April 1960 through to the contract completion date.

4. Contract #5621 with Gibbons & Reed for construction of the Corbett Interchange on the Columbia River Highway in Multnomah County. Work on this contract was completed February 28, 1961 and accepted as complete by the Highway Commission on March 10, 1961. We have Railroad bills through July 1960. Before we can make final settlement with the contractor, we will need, for review, the Railroad bills from August 1960 through to the contract completion date.

In all of these contracts the contractor is responsible for flagmen and watchmen services provided by the Railroad, and, although we pay the Railroad directly for the costs, these payments are deducted from the contractors' estimates. We are in the embarrassing position of holding up final payment to the contractors on projects which have been completed and are acceptable. We would greatly appreciate your attention to this and billings to us as soon as practicable.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ss

cc to: Mr. John A. Bunjer
Mr. R. H. Brown

Mr. W. C. Williams
Mr. Ivan D. Merchant

FORM E-30 50M 7-60 29395

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 23, 1961

SUBJECT: Union Pacific
Railroad Billing

To: Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

We have four (4) contracts all involving grade separation work with the Union Pacific Railroad Company which are completed but on which we can not make final settlement with the contractor because the Union Pacific Railroad Company is not up to contract completion date with their billing.

In all four (4) cases the specifications require that the contractor be billed for the Protective Services furnished by the Railroad Company. The four (4) contracts are as follows:

1. Contract #5562 with C. J. Montag and Sons for Reconstruction of the Union Avenue Bridge over the T. H. Banfield Freeway in Portland. The contract was completed on January 24, 1961, and accepted by the Highway Commission as complete on March 10, 1961. To date we have Union Pacific bills on this work through the month of May 1960. We need the Railroad bills from June 1960 through to the contract completion date.

2. Contract #5763 with C. J. Montag and Sons for construction of the Tillamook Street Partial Viaduct on Interstate Avenue in Portland. Contract was completed January 31, 1961, and accepted by the Highway Commission as complete on March 10, 1961. We have received no Railroad bills to date on this work.

3. Contract #5424 with Schrader Construction Company for the Grande Ronde River Bridges on the Old Oregon Trail Highway in Union County. Work on the contract was completed on January 27, 1961, and accepted by the Highway Commission as complete on March 10, 1961. We have the Railroad Company bills for work done to March 31, 1960. Before we can final the contract, we will have to have, for review, the Railroad Company bills for April 1960 through to the contract completion date.

4. Contract #5621 with Gibbons & Reed for construction of Corbett Interchange on the Columbia River Highway in Multnomah County. Work on this contract was completed February 28, 1961, and accepted as complete by the Highway Commission March 10, 1961. We have Railroad bills through July 1960. Before we can make final settlement with the contractor, we will need, for review, the Railroad bills from August 1960 through to the contract completion date.

In all instances mentioned above, I have requested the Union Pacific Company by letter to expedite the final bills so that we would not have to delay final settlement with the contractor. The requests we have made do not seem to be producing the necessary bills. This matter is directed to your attention because I know we are getting in bad with the contractors for holding up their final payment, and the hope that you can exert some pressure on the Union Pacific Company to produce the necessary bills at the earliest possible date.

Ivan D. Merchant

Ivan D. Merchant
Bridge Engineer

CAG:nk

RECEIVED
MAR 24 1961
[illegible]
STATE HIGHWAY ENGINEER

RECEIVED
FORM E-123-X 78M 1-60
FEB 3 1961

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-80N-1(12)00

5562

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 2, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
Room 406
State Highway Building
Salem, Oregon

Dear Sir:

C. J. Montag and Sons completed work on Union Avenue Bridge Reconstruction on the Columbia River Highway in Multnomah County, Contract #5562, FAP No. I-80N-1(12)00, on January 24, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

NOTED ON CARD
lc

[illegible]
[illegible] QUERY

Form E-1—(Rev.)-

I-80N-1(12)00
C.O.#5562

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 14, 1961

Section UNION AVE. BRIDGE RECONSTRUCTION
Kind of work Structure, Grading & Paving
Highway Columbia R. County Multnomah
Section prefix 626-1038
Contractor C.J. Montag & Sons
Contract number 5562
Date of contract November 10, 1959
Specified work days 260
Date work started November 10, 1959
Work days used See Bridge Report
Project authorization $441,082.46
Exclusive of engineering $409,666.44
Per cent of time elapsed " " " %
Estimated cost of completed project, exclusive of engineering $ See Bridge Repo
Estimated per cent overrun or underrun " " % "
Per cent of contract completed, based on estimated cost " " % "
Engineering authorization $31,362.46
Engineering cost to date $19,300.00 Const. Engr.
Date project was completed JAN 24, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Final Estimate quantities transmitted to Resident Bridge Engineer on Friday.

NOTED

cc: John Howard
Resident Bridge Engr.

DIVISION
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JAN 1
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Signed John H. Burton
John H. Burton Resident Engr.
Address 2131 SW Scholls Ferry Road, Portland

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.11	0.11			0.11
Miles partially completed	-	-			-
Miles completed	0.11	0.11			0.11
Total estimated quantities (contract)	12,000	1830			520
Total quantities corrected to date	11,248	2788			796
Estimated quantities moved or placed to date	11,248	2788			796
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Cloudy		
Wednesday	Showers		
Thursday	"		
Friday	"		
Saturday			

SOL-166
(11-50)
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MAR 22 1960
FOR FILING
[illegible]
5362

U. S. DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

U-6,128 ADD
DB-PAHA

Date: March 18, 1960

DECISION OF THE SECRETARY

Department of Highways
State of Oregon

Oregon FA Project 1-80N-1(12)00 Union Avenue. Bridge Revision Columbia River Highway (US 30) structure. Portland, Multnomah County, Oregon.

This case is before the Department of Labor pursuant to a request for the finding of the prevailing wage rates for additional crafts relating to the construction work described above. The following decisions pertaining thereto have been issued:

Original decision dated September 22, 1959
Expired December 22, 1959

Based on various data in the possession of the Department of Labor, the rates noted below for additional classifications are hereby directed. Otherwise, the decision as described is affirmed.

GPO 16—63150-2

Bricklayers	$3.97 per hour

By direction of the Secretary of Labor,

C. S. PAXSON

A

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FEB 16 1960
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I-80N-1(12)00

5562

February 16, 1960

Mr. Kenneth C. Robertson
Office of Solicitor
U. S. Dept. of Labor
307 Appraisers Bldg.
San Francisco 11, California

Dear Mr. Robertson:

This letter is to request a new classification and wage rate in addition to those included in the Secretary of Labor's Decision No. U-6128, dated September 22, 1959, applicable to Oregon Project I-80N-1(12)00, Union Ave. Bridge Reconstruction, Multnomah County, Oregon.

The desired new classification is "brick layer" and our recommendation as to wage rate is $4.07 per hour, the journeyman rate established for 1960 in Multnomah County, Oregon by the Bricklayers, Masons and Plasters International Union, Local No. 1 of Oregon. Our contractor is presently paying this scale, as the bricklayers have become necessary for some building reconstruction on the project immediately required to avoid delay of the contract as a whole.

We would appreciate official establishment of this classification and wage rate on the above project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

VGO'N:bb

cc: C. A. Gardner
C. G. Polk

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF KENNETH N. FRIDLEY
P. O. BOX 33
WASCO, OREGON

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5362

December 30, 1959

Mr. Art Riedel, General Mgr.
Willamette Tug and Barge
Ft. of Portsmouth St.
Portland, Oregon

Dear Art:

Pursuant to agreement with the manager of your concrete division a request was submitted to the Oregon Highway Department for an investigation and report to me on the reasons for the rejection of your concrete for the Union Avenue overcrossing structure in Portland. The report as submitted to me is herewith enclosed for your information.

I would be happy to discuss this matter personally and more fully if you so desire, preferably when my itinerary brings me to Portland for a Commission meeting or for other business. I will keep you informed as to this.

Sincerely yours,

Kenneth Fridley
Commissioner

c.c. G. S. Paxson
Ass't State Highway Engineer

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JAN 4 1960
STATE [illegible]

NOTED

RECEIVED
DEC [illegible] 1959
FOR FILING
[illegible]
5562

December 24, 1959

Mr. Kenneth N. Fridley
State Highway Commissioner
P. O. Box 33
Wasco, Oregon

Dear Mr. Fridley:

A few days ago, you talked to Mr. Cooper about the aggregate for the rebuilding of the Union Avenue structure in Portland which is to be furnished by the Willamette Tug and Barge Company.

Our specifications require that we have an even grading of the aggregate from coarse to fine so that a proper concrete mix can be obtained. Our inspectors sampled the aggregate which this company proposes to furnish, and we find that, through improper screening, there is a very high percentage of the coarse aggregate between the 1½" and 1" size. It is not advisable to combine the two sizes of aggregate which they propose to furnish, to obtain a satisfactory grading on the entire aggregate fraction. This can be corrected by proper screening or by the furnishing of an additional size of aggregate in the smaller sizes so that the grading can be brought within proper limits.

The sand which this company proposes to furnish was also sampled and tested. Our specifications require that sand for fine aggregate produce a mortar and a strength at least equal to the mortar produced by the standard Ottawa sand which is used for comparative purposes. Tests on the sands which they propose to furnish only gave us 96.1 percent of this required strength.

Our specifications are quite definite and are well known to the aggregate-producing industries. This is simply an occasion in which they are not furnishing the material which we have contracted for.

I hope that this will give you the information which you requested.

Very truly yours,
W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
cc Mr. W. C. Williams
Mr. Forrest Cooper

FORM 230—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 21, 1959

SUBJECT:

To: G. S. Paxson
Office

Herewith copies of test reports covering concrete aggregates from the Willamette Tug & Barge Co., Portland.

As you are aware our specifications require that coarse aggregate be supplied in two sizes, split on the 3/4 inch in the case of 1-1/2 inch maximun size; and shall be well graded between the limits specified. You will note that there is an excessive amount retained on the 1 inch screen in the 1-1/2 inch to 3/4 inch size; and also that there is an excessive amount retained on the 3/4 inch and 1/2 inch screens in the 3/4 inch to 1/4 inch size leaving a deficiency in the in the 1/2 inch to No. 4 fraction.

From these results it is obvious that the split has not been made on a 3/4 inch screen, but on a larger opening which necessitates an unbalance of the two sizes in combining in the final mix. One solution would be to split on the 3/4 inch screen as called for by the specifications. However, one competitor of this firm in Portland has chosen to use a third size of coarse aggregate, pea gravel, to overcome this condition. This has been satisfactory in past experience.

Also, you will note that the fine aggregate shows a compressive strength slightly below requirements. A new sample is now being tested to check this deficiency.

G W Harra
G. W. HARRA
Engineer of Materials

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OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

Form E 6 25M 1-59

O GON STATE HIGHWAY DEPARTM

Materials Division

LABORATORY REPORT

Project Union Ave. Bridge Reconstruction
Highway Columbia River
Contractor C J Montag & Sons
Contract No. 5562
Submitted by J D Howard

Prefix No. 606-1058
County Mult.
F. A. Project No 1-80N-1(12)00
Date reported Dec. 11, 1959

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Willamette Tug & Barge, Portland
Sampled at Plant
To be used Class A Conc.
Sampled by Bill Iklee
Date received Dec. 3, 1959
Quantity represented 1000 cy

TEST RESULTS

Laboratory No. 536319
Data Sheet No. A 41732
Type of material Gravel 1½-¾
Screen opening Square

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
2	0	0	
1½	0.3	0.3	
1	78.2	78.5	
¾	20.3	98.8	
½	0.9	99.7	
[illegible]	0.3	0.3	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler	9.1	
Specific gravity (Le Chatelier)	2.79	
Unit weight, dry rodded, lbs. per cubic foot	109.[illegible]	
Unit weight, loose, lbs. per cubic foot		
Fineness factor	7.991	
Sodium sulfate test, per cent loss	3.6	
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines		%
Manufactured fines		%
Degraded material		%
Liquid limit: Natural fines		%
Manufactured fines		%
Degraded material		%
Fracture		%
Sand equivalent		

Date sampled

RECOMMENDATIONS

Material as represented by this sample is suitable for use. If corrected. Excess 1½"-1" fraction.

TEST REPORT DISTRIBUTION:

- x Bureau of Public Roads
- Construction Engineer
- Maintenance Engineer
- x Bridge Engineer
- Requisition Office
- x Division Engineer Shaw
- x Resident Engineer Howard
- Dist. Maint. Sup't
- Foreman
- Geology and Soils
- x Files

Engineer of Materials

State Printing 1959

O[illegible]GON STATE HIGHWAY DEPART[illegible]
Materials Division

LABORATORY REPORT

Project	Union Ave. Bridge Reconstruction			Prefix No	626-1030
Highway	Columbia River			County	Mult.
Contractor	C J Montag & Sons	Contract No.	5562	F. A. Project No.	1-80N-1)12)30
Submitted by	J D Howard			Date reported	Dec. 11, 195

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material	Willamette Tug & Barge, Portland	Sampled at	Plant
To be used	Class A Conc.	Date received	Dec. 3, 1959
Sampled by	Bill Ikloe	Quantity represented	1000 cy

TEST RESULTS

Laboratory No.	506320	Type of material	Gravel ¾-¼
Data Sheet No.	A 41732	Screen opening	Square

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
1½	0	0	
1	0.7	0.7	
¾	22.1	22.8	
½	38.4	61.2	
3/8	20.0	81.2	
¼	15.7	96.9	
4	2.4	99.3	
Pan	0.7	0.7	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler	
Specific gravity (Le Chatelier)	2.73
Unit weight, dry rodded, lbs. per cubic foot	144.0
Unit weight, loose, lbs. per cubic foot	
Fineness factor	7.033
Sodium sulfate test, per cent loss	
Asphalt stripping: Natural fines	
Manufactured fines	
Plasticity index: Natural fines	%
Manufactured fines	%
Degraded material	%
Liquid limit: Natural fines	%
Manufactured fines	%
Degraded material	%
Fracture	%
Sand equivalent	
Date sampled	

RECOMMENDATIONS

Material as represented by this sample is suitable for use. If corrected. Excess retained on ¾" & ½".

TEST REPORT DISTRIBUTION:
- x Bureau of Public Roads
- Construction Engineer
- Maintenance Engineer
- x Bridge Engineer
- Requisition Office
- x Division Engineer Shaw
- x Resident Engineer Howard
- Dist. Maint. Sup't
- Foreman
- Geology and Soils
- x Files
- x

G W Harra
Engineer of Materials

State Printing [illegible]

R 63 7500 8-59

O[illegible]GON STATE HIGHWAY DEPARTM[illegible]

Materials Division

Laboratory Report

Project Union Ave. Bridge Reconstruction
Highway Columbia River
Contractor C J Montag & Sons
Contract No. 5562
Submitted by J D Howard

Prefix 666-1032
County Mult.
F. A. Project No. I-80N-1(13)00
Date reported Dec. 11, 1959

REPORT ON SAMPLE OF FINE AGGREGATE

Source of material Willamette Tug & Barge, Portland
Sampled at Plant
To be used Class A Conc.
Sampled by Bill Ikloe
Date received Dec. 3, 1959
Quantity represented 1000 cy.

TEST RESULTS

Laboratory No. 506321
Data sheet No. A 41,732
Type of material Sand
Treatment of sample

GRANULOMETRIC ANALYSIS

Retained on sieve	Per cent single sieve	Per cent accumulative	Fine aggregate
3/8	0	0	
4	0.3	0.3	
8	8.4	8.7	
16	19.8	28.5	
30	27.3	55.8	
50	28.7	84.5	
100	13.1	97.6	
P100	2.4	2.4	
Total	100.0		

Screen Opening: Square

Strength test, per cent of standard mortar:		
Compression	96.1	%
Organic Material, color plate No.	3	
Specific gravity (Le Chatelier)	2.73	
Unit weight, lbs. per cu. ft., dry rodded	104.0	
Unit weight, lbs. per cu. ft., loose		
Fineness factor		
Sodium sulfate test, per cent loss	4.5	
Elutriation		%
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines		%
Manufactured fines		%
Liquid limit: Natural fines		%
Manufactured fines		%
Sand equivalent		

Date sampled

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Low compressive strength

TEST REPORT DISTRIBUTION:
- x Bureau of Public Roads
- Construction Engineer
- Maintenance Engineer
- x Bridge Engineer
- Requisition Office
- x Division Engineer Shaw
- x Resident Engineer Howard
- Dist. Maint. Supt.
- Foreman
- Geology and Soils
- x Files

G W Harra

Engineer of Materials

State Printing 8863

RECEIVED
[illegible] '59
FOR FILING
[illegible]
4562

When replying, refer to:
08-35.4-DA

408 State Highway Building
Salem, Oregon

December 18, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: I-80N-1(12)00
Union Avenue Bridge

Dear Sir:

We are returning Extra Work Order #1 for Oregon Project I-80N-1(12)00, Union Avenue Bridge Reconstruction. The work to be done under this order is not eligible for Federal-aid participation.

These signs are considered informational and the following excerpt quoted from Mr. Armstrong's circular memorandum dated September 3, 1959 states that, "Performance of the work in connection with informational signs if done under contract shall not be payable directly, but shall be considered as a subsidiary obligation of the contractor with the payment therefor covered under the contract unit prices for performance of other items of work".

The signs numbered D-427-48 and D-428-48 have now been superseded by the signs indicated on the attached print.

Very truly yours,

C. G. Polk
Division Engineer

Attachments

orig
Foster
with encl.

RECEIVED
FORM E-129
DEC 11 1959
FOR FILING

I 8 N 1(12)60

5562

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

A

December 11, 1959

G. J. Montag & Sons
7805 NE Halsey St.,
Portland 13
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5562, awarded November 10, 1959, for the Union Avenue Bridge reconstruction on the Union Avenue-37th Avenue Section of the Columbia River Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

A

RECEIVED
NOV 10 1959
FOR FILING

I-[illegible]
5562

November 10, 1959

C. J. Montag and Sons
7[illegible]65 N. E. Halsey Street
Portland, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 accepted your proposal for reconstruction of the Union Avenue Bridge over Union Avenue-37th Avenue Section of Columbia River Highway in Multnomah County for the sum of $396,675.30 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled.

These conditions have now been satisfied and the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. The project has been assigned Contract No. 5562.

This letter confirms my wire to you of this date. Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

Pacific Builder and Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
November 10, 1959

C. J. Montag and Sons
7805 N. E. Halsey Street
Portland, Oregon

Contract for reconstruction of Union Avenue Bridge over Union Avenue-37th Avenue Section of Columbia River Highway, Multnomah County, for which you submitted low bid on October 13, 1959 awarded you today. Contract forms follow shortly.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Confirmation
Accounting (5003-900)
Files
Lee Gatlin

RECEIVED
1959
FOR [illegible]

I-80N-1(12)

When replying, refer to
08-35.4-0

55[illegible]

408 State Highway Bldg.
Salem, Oregon

November 10, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project I-80N-1(12)00, Union Ave.-37th Ave. Section, Union Ave. Bridge Reconstruction, we hereby concur, as of this date, in award of Contract No. 5562 to C. J. Montag & Sons, of Portland, Oregon, low bidder in the amount of $386,675.30 at the October 13, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

NOTED

[illegible]

RECEIVED
NOV 10 1959
FOR FILING

November 10, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for reconstruction of the Union Avenue Bridge over the Union Avenue-37th Avenue Section of the Columbia River Highway in Multnomah County, Project I-80N-1(12)00, to C. J. Montag & Sons on the basis of the bid of $386,675.30 submitted on October 13, 1957.

All rights of entry required for this contract are acquired. All rights of access to or from abutting properties are either (1) denied by law, or (2) have been acquired, or (3) are being acquired in condemnation proceedings which have been commenced and which will be prosecuted to completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:bb

RECEIVED
OCT 30 1959
WASHINGTON

FOR FILING

I 80N-1(12)00

5562

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
08-33.5

408 State Highway Building
Salem, Oregon

October 28, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-1(12)00
Union Avenue Bridge Reconstruction on
Columbia River Highway-City of Portland-
Water Line Relocation

Dear Sir:

We are today approving the formal agreement between the State and the City of Portland dated November 4, 1955, covering the relocation of water lines on the above project.

Authorization is hereby granted to proceed as of October 26, 1959 with the necessary utility adjustments. Approval is subject to the provisions of PPM 30-4.

Very truly yours,

C. G. Polk
Division Engineer

By:

E. H. Cowan
Acting Division Engineer

Edw Porter

RECEIVED
SEP 2 1959
FOR FILING

I 80N 1(12)00

5562

When replying, refer to
08-35.4-0

408 State Highway Bldg.
Salem, Oregon

September 25, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-80N-1(12)00, Union Ave. Bridge reconstruction.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

orig to Baxter

FORM E-123-X 50M 6-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
AUG 28 1959
[illegible]

August 27, 1959

Mr. G. H. Baker, Supt.
Union Pacific Railroad Company
2525 No. Larrabee Ave.
Portland 17, Oregon

Re: File No. R-30432
Easement for Temporary Viaduct
Union Avenue Bridge Reconstruction
T. H. Banfield Expressway

Dear Mr. Baker:

Herewith I am enclosing original and counterpart copy of easement agreement covering the above titled matter, your file D 9016-32-31.

Both copies have been executed by the State Highway Commission, but have not been acknowledged in view of the fact that the easement is only temporary and it is not considered it need be placed on record.

When the State's executed copy is returned, we would appreciate receiving ten additional copies of Exhibit A which is attached to the instrument.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

JWD/ks
enc.

cc: Forrest Cooper
G. S. Paxson
Ivan D. Merchant
Tom Edwards
A. G. Skelton

NOTED
FORREST COOPER

RECEIVED
1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 25 1959
FOR FILING

Salem, Oregon
August 24, 1959

File No. 30432
Easement for Temporary Viaduct
Union Avenue Bridge Reconstruction
T. H. Banfield Expressway

Mr. J. W. DeSouza
Assistant Counsel
Office

Attached are two copies of an agreement with the O.W.R.R. & N. Railroad Company covering the construction of a temporary overcrossing of the railroad to facilitate a detour of N.E. Union Avenue traffic on the T. H. Banfield Expressway. These copies have been executed by the State Highway Commission and are now ready for the signatures of the Officials of the Railroad Company.

When fully signed please return one copy to this office for the Commission's files.

Secretary

ra
Attach: 2

FORM E-30 80M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 19, 1959

SUBJECT: File No. 30432
Easement for Temporary Viaduct
Union Avenue Bridge Reconstruction
T. H. Banfield Expressway

To:
Mr. Floyd Query, Secretary
Oregon State Highway Commission
OFFICE

Herewith I hand you for execution by the State Highway Commission original and duplicate copies of proposed agreement with Oregon-Washington Railroad & Navigation Co., Union Pacific Railroad Co., Lessee, covering the construction of a temporary overcrossing of the railroad to facilitate a detour of N. E. Union Avenue traffic on the T. H. Banfield Expressway.

After execution, please return both copies to me for further handling. In view of the fact that the easement is temporary in its nature, it will not be necessary that the instrument be acknowledged by the Commission.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD/ks
enc.

cc: W. C. Williams
G. S. Paxson
Ivan Merchant

ATTEST
DATE Costs mentioned in this agreement are included in the Union Ave Bridge revision project previously approved. It is hoped to call bids this fall. (Job previously planned for 7-21 bid opening)

Floyd Query
Secretary

RECEIVED
AUG 17 1959
~~FOR FILING~~

Salem, Oregon
August 17, 1959

Mr. J. W. DeSouza

Herewith duplicate copies of an easement agreement covering a temporary trestle as a detour for the Union Avenue Bridge reconstruction in Portland. I see nothing wrong with the agreement, and if you approve it, I would ask that it be sent to the Highway Commission for their signature.

Please made some copies of this agreement as soon as practicable so that I can get it to the Bridge Division.

GSP:gm
Attach.

G. S. Paxson

cc Mr. W. C. Williams

Mr. Merchant:

The proposed agreement contains this requirement: "No part of the existing N. E. Union Avenue viaduct now located over or within the 20 feet on either side, measured laterally, from the center line of the Railroads' main-line track, shall be altered or removed without first obtaining the Railroads' written consent." Please advise whether any of our work conflicts with this requirement.

G.S.P.

S-182(1) S. Unit, Westfall-Harper 1959
Sec., Westfall-Harper Co. Rd.
#5563

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

NOTED H. S. COX

NOTED C G SWENSON

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
2/17/61	cc 663		523-1087-297

INVOICE NUMBER

68544

Malheur County
Vale, Oregon

Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: South Unit, Westfall-Harper Section, FAS 523. Covered by agreement dated November 5, 1959.			
Original advance deposit	$35,800.00		
Less amount previously transferred	30,800.00		$5,000.00
County share total cost as per attached statement	$33,953.80		
Less amount previously transferred	30,800.00		3,153.80
To be refunded			$1,846.20

RECEIVED
FEB 20 1961
ENGINEER
COUNTY & CITY RELATIONS

ACK[illegible] OF BILLING REQUEST
Cash Received with Request $
By

A 150 (REVISED 7-60)

NOTED
H. S. COX

NOTED

NOTED
C. G. SWENSON

February 20, 1961

Malheur County Court
Courthouse
Vale, Oregon

NOTED
[illegible]

Gentlemen:

Final costs are now available for the South Unit, Westfall-Harper Section, Contract 5563, on FAS 525, as shown in the attached cost statement. In accordance with an agreement dated November 5, 1959, a refund of $1,846.20 is due the county in connection with this project. This refund will be made by means of a check from our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Att.

H

RECEIVED
DEC 9 - 1960

FOR FILING

D-192 (1)
5563

Salem, Oregon
December 8, 1960

Mr. H. L. Porter
Mr. C. A. Gardner

Herewith copy of a letter from the Union Pacific Railroad Company having to do with billing for railroad costs on Contract Nos. 5347 and 5563.

Please take whatever action is necessary.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

UNION PACIFIC RAILROAD COMPANY

ENGINEERING DEPARTMENT

J. A. BUNJER
CHIEF ENGINEER

1416 DODGE STREET
OMAHA 2, NEBRASKA

November 22, 1960

OS-27-12

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

Referring to our various communications, ending with your letter of October 4, 1960, in regard to various projects that you have been unable to complete awaiting bills from this company.

My further investigation develops the following:

State Highway Contract No. 5347

Records in our Auditor of Disbursements' office indicate that Oregon State Highway Department Voucher or Draft No. A-87223 was issued to our Mr. D. J. Callahan at Portland, June 17, 1959, who promptly cleared and deposited this remittance, which permitted our Accounting Department to complete accounting functions on this project during August of 1959.

According to our records there is nothing pending to be billed against the State of Oregon on this project.

State Highway Contract No. 5563

The Division Superintendent's office at Albina advises that fully executed contract and location prints were forwarded to Assistant General Council of the State of Oregon, November 17, 1960.

This project involved an easement only and I do not know of any items that are pending to be billed against the State of Oregon on this project.

If additional information is required in connection with these or other projects, please advise.

Yours very truly,

J A Bunjer

RECEIVED
NOV 25 1960
OREGON
STATE HIGHWAY COMMISSION

FOR FILING

W. C. Williams

NOTED
W. C. WILLIAMS

November 22, 1960

Contract No. 5563
South Unit, Westfall-Harper

FINAL COST ANALYSIS

Structure, Grading and Oiling
Contractor: Durbin Brothers
Resident Engineer: E.S. Thompson

Westfall-Harper Road
Prefix No. 523-1087

S-112(1)

Item 5563	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Clearing & Grubbing	All	Lump	5,000.00	5,314.13	5,314.13	5,000.00
*Drainage Excav., Unclass.	1,675.40	Cu.Yd.	2.00	1.16	1,949.76	3,350.80
*Special Borrow Excav., Unclass.	6,959.80	Cu.Yd.	0.23	0.389	2,709.82	1,600.75
*General Excav., Unclass.	72,129.60	Cu.Yd.	0.23	0.389	28,083.85	16,589.81
*Short Overhaul	175,998.00	Yd.Sta.	0.01	0.009	1,578.34	1,759.98
*Long Overhaul	4,436.00	C-Yd.Sta.	0.30	0.269	1,193.42	1,330.80
*Tractor & Dozer	39.00	Hour	20.00	18.53	722.83	780.00
*Blade Grader	15.50	Hour	11.00	12.51	194.01	170.50
*Finishing R.B. & Slopes	5.88	Mile	800.00	189.62	1,114.99	4,704.00
*12" Concrete Pipe	615.00	Lin. Ft.	3.00	2.84	1,749.62	1,845.00
*15" Concrete Pipe	72.00	Lin. Ft.	4.00	3.78	272.86	288.00
*18" Concrete Pipe	1,200.00	Lin. Ft.	5.00	4.75	5,701.70	6,000.00
****Concrete End Basins	9.609	Cu.Yd.	75.00	84.61	813.06	720.68
*6" Perf. Metal Dr. Pipe	219.00	Lin. Ft.	2.15	1.98	434.54	470.85
*Special Backfill in Drains	37.86	Cu.Yd.	7.00	7.06	267.43	265.02
*4" Sewer Pipe	68.00	Lin. Ft.	1.50	1.43	97.53	102.00
*&****24' Cattle Guards	2.00	Only	1,500.00	1,288.34	2,576.69	3,000.00
Grouted Rip Rap	25.97	Cu.Yd.	30.00	17.94	465.91	779.10
**3/4"-0 Mat'l in Level Course	9,142.775	Ton	1.60	1.89	17,314.00	14,628.44
*&**Sprinkling	892.10	M-Gal.	2.50	3.14	2,803.57	2,230.25
**Preparation of Base	5.88	Mile	200.00	211.88	1,245.90	1,176.00
&*3/4"-0 Mat'l in Binder Crse.	690.00	Cu.Yd.	2.55	3.17	2,192.31	1,759.50

FINAL COST ANALYSIS - Contract No. 5563
South Unit, Westfall-Harper Section

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
**Furnish & Place Aggreg.	3,690.00	Cu.Yd.	3.05	3.68	13,587.54	11,254.50
**MC-2 Asphalt	96.466	Ton	51.00	45.07	4,347.77	4,919.77
**120-150 Asphalt	267.46	Ton	49.00	42.39	11,339.52	13,105.54
**RS-1 Asphalt	79.22	Ton	52.00	47.76	3,783.90	4,119.44
****Structural Excav.	72.87	Cu.Yd.	15.00	11.06	806.64	1,093.05
****Transport Treated Tmbr.Piling	All	Lump	400.00	355.32	355.32	400.00
****Drive Piles	30.00	Only	100.00	71.21	2,136.31	3,000.00
****Class A Concrete	All	Lump	9,310.00	10,162.10	10,162.10	9,310.00
****Metal Reinforcement	All	Lump	5,360.00	5,815.66	5,815.66	5,360.00
****Treated Lmbr. & Tmbr. in Place	6.235	M/FBM	450.00	431.18	2,688.46	2,805.75
*PA#1 Grid Rolled Base Mat'l	37,411.60	Cu.Yd.	0.65	1.02	38,174.48	24,317.54
*PA#2 18" Corr.Mtl. Siphon Pipe	215.00	Lin.Ft.	6.00	6.04	1,300.37	1,290.00
****PA#3 Inlet Grate & Frame	1.00	Each	30.00	31.20	31.20	30.00
***Purchase Excess 1/2"-1/4" Cr.Rock PA#4	455.88	Cu.Yd.	1.50	1.51	690.65	683.82
***PA#4 Purchase Excess 1/4"-#10 Cr.Rock	44.60	Cu.Yd.	1.50	1.51	67.56	66.90
***PA#4 Purchase Excess 3/4"-1/2" Cr.Rock	10.00	Cu.Yd.	1.50	1.51	15.15	15.00
**&*Force Account (State Participation in Flagging)					310.56	310.56
****Force Account (Raise Bridge Grade)					8,435.53	9,165.46
					$182,844.99	$159,798.81

FINAL COST ANALYSIS - Contract No. 5563
South Unit, Westfall-Harper Section

	Gross Revenue	Total Cost	Net Profit	Net Loss	% Profit	% Loss
*Durbin Bros.	90,165.94	113,341.52		23,175.58		25.7
**Russell Olson Construc. Co. Inc.	36,837.93	37,761.67		923.74		2.5
****Lillebo Construction Co.	32,794.94	31,741.80	1,053.14		3.21	
	$159,798.81	$182,844.99		$23,046.18		14.42

*** N.A. Toole Construction Co., Crushing Contractor

DETAIL OF COSTS - Contract No. 5563

Labor:				
Labor and Supervision			$ 22,083.35	
Labor Insurance			1,952.15	
Health and Welfare			702.40	
Travel-Transportation			708.60	
Pension			702.40	$ 26,148.70
Equipment Rental and Miscellaneous Supplies:				
Equipment Rental, Owned			49,077.94	
Equipment Rental, Hired Fully Operated			1,255.08	
Gas, Oil and Grease			4,407.39	
Bond			465.00	
Bond, Railroad			321.00	
Home Office and General Overhead			6,564.89	
Small Tools and Miscellaneous Supplies			100.00	62,191.54
Materials:				
12" Contrete Pipe	615 Lin. Ft.	@ $1.85	1,137.75	
16" Concrete Pipe	72 Lin. Ft.	@ $2.45	176.40	
18" Concrete Pipe	1,200 Lin. Ft.	@ $3.13	3,756.00	
6" Perf. C.M.P.	219 Lin. Ft.	@ $1.07	234.33	
4" Sewer Pipe	68 Lin. Ft.	@ $0.98	66.64	
24' Cattle Guard	2 Each	@ $500.00	1,000.00	
18" Corr. Mtl. Siphon Pipe	215 Lin. Ft.	@ $4.60	989.00	
18" Corr. Mtl. Siphon Pipe Bands	10 Each	@ $17.35	173.50	
Special Backfill	39.86 Cu. Yd.	@ $6.00	239.16	
N.A. Toole Crushed Materials:				
3/4"-0 in Level Course	9,142.775 Cu. Yd.	@ $1.00	9,142.78	
3/4"-0 in Binder	690 Cu. Yd.	@ $1.25	862.50	
Oiling Aggregates	3,690 Cu. Yd.	@ $1.75	6,457.50	
Excess: 1/2"-1/4" in S.P.	455.88 Cu. Yd.	@ $1.50	683.82	
1/4"-#10 in S.P.	44.60 Cu. Yd.	@ $1.50	66.90	
3/4"-1/2" in S.P.	10.00 Cu. Yd.	@ $1.50	15.00	25,001.28
Work Done by Others:				
Russell Olson Construction Co., Inc.			37,761.67	
Lillebo Construction Co.			31,741.80	69,503.47
TOTAL COST				$ 182,844.99

Remarks - Contract No. 5563

This was a "Federal Aid Secondary Project" consisting of the construction of 5.88 miles of highway roadbed, involving 72,129.60 cubic yards of roadbed excavation and 6,959.80 cubic yards of special borrow; the construction of one reinforced bridge over Vale Canal; the construction of 5.88 miles of stone base and shoulders, involving 37,411.60 cubic yards of grid-rolled base and 9,142.775 tons of crushed leveling course materials; and the construction of 5.88 miles of Type 0-11 oil mat wearing surface with binder course on the South Unit, Westfall-Harper Section of the Westfall-Harper Road in Malheur County.

This project was bid November 3, 1959, awarded November 12, 1959, and completed July 11, 1960.

The contractor began excavation on this project November 16, 1959 using one D9 tractor-dozer, two DW20 scrapers, and one #12 caterpillar grader. A labor force of five men were used to place culverts, clearing, and general work. The following week a third scraper and a D8 dozer were addedto the equipment spread.

During the week ending December 4th, the contractor had brought the subgrade to bluetops between station 545 and station 670. He also placed the first lift of grid-rolled base on this same subgrade. The procedure of finishing a distance of subgrade and then the grid-rolled base was carried on throughout the project.

The contractor closed down all operations December 18, 1959 and he resumed work on January 4, 1960. The equipment spread was increased to four DW20 scrapers, one D9 dozer, Two D8 dozers, one grid roller, one Adams blade, and one #12 blade.

N.A. Toole, crushing contractor, moved into and set up his crushing plant, in the gravel deposit and special borrow source 2700' south of end of project, on Monday, January 4, 1960. The plant was put into production on Wednesday producing 3/4"-0 base and 1-1/4"-3/4" aggregates. All the crushed materials were stockpiled for later use.

Tom Lillebo Construction Company, bridge contractor, began excavation for footings and driving piles for the bridge over the Vale Canal on January 4, 1960. Equipment consisted of a truck mounted pile driver, a four-wheel tractor with a mounted front end bucket and a back mounted backhoe, and a flatbed truck.

The crushing contractor completed crushing and stockpiling of crushed materials on January 29, 1960. The equipment was then removed from the project. The bridge over the Vale Canal was completed on February 26th; however, it was found that the structure was too low and had to be raised. A force order was made and work of raising was started March 7th and completed April 1, 1960.

Remarks Cont'd - Contract No. 5563

Grading was completed April 8th and the grid-rolled base on April 15, 1960.

Russell Olson Construction Company, oiling contractor, moved his oiling and hauling equipment onto the project during the week ending May 13, 1960. This contractor spent five days of the following week reworking and shaping the grid-rolled base in preparation of placing the 3/4"-0 leveling course and place 2800 tons of leveling material. The placing of leveling course was completed May 27th. The contractor spent the following Monday in preparation of the base and placed the binder course on Tuesday and Wednesday. All equipment was then moved off the project.

Russell Olson moved back again and placed the first spread of 0-11 oil mat on Friday, June 24th. The oil mat was complete through the first seal on Tuesday of the following week. The remainder of the week was spent rolling, maintaining the oiled surface, and in general clean up.

The prime contractor suffered a considerable loss due mainly to the overall low bid and the very low bid on grid-rolled base. It took a great deal of rolling and the addition of finer material to get the base set. The oiling contractor's loss was due to extra work involved in reworking the grid-rolled base and the placing of level course.

M.N. Juve
Chief Cost Analyst

By

G.K. Hansen

RECEIVED
NOV 23 1960
FORM E-90X 50M 7-60 29306
FOR FILING
1-192 (1)
2563

RR 542

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 22, 1960

SUBJECT: File 30919
Easement and Construction Agreement
OWRR & N Co., UPRR Co., Lessee
So.Unit, Westfall-Harper Section
Westfall-Harper County Road

To: Mr. Earl Saling

Herewith I hand you copy of easement and construction agreement relative to the above-titled matter, which has been fully executed. I assume that one copy has been sent to Malheur County and has been placed of record to cover the easement granted. After processing by you, the instrument should be forwarded to Mr. Query for his files.

Distribution of conformed copies has been made as indicated below.

J. W. DeSOUZA
Assistant Counsel

JWD:ks
enc.

cc: Forrest Cooper
G. S. Paxson
Tom Edwards
A. F. Parson

RECEIVED
NOV 23 1960
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED

RECEIVED
OCT 18 1960
FOR FILING

9-142(1)

5563

October 17, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

You are hereby notified that a post-final payment will be made to Durbin Bros., on contract #5563 for structure-grading-oiling the South Unit of the Westfall-Harper Section of the Westfall-Harper Road in Malheur County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $159,798.81, including the post-final payment of $765.72. Of the total, $9,476.02 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

RECEIVED
SEP - 1 1960

FOR FILING

5-143 (1)

5563

August 31, 1960

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway Contract No. 5563, for structure, grading and oiling the South Unit, Westfall-Harper Section of the Westfall-Harper Road in Malheur County, was completed by the contractor, Durbin Brothers, on July 11, 1960, and was formally accepted by the Highway Commission on August 18, 1960.

Final payment in the amount of $4,392.81 will be released to the contractor on or after September 12, 1960. The total contract amount is $159,033.09, of which amount $9,476.02 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

RECEIVED
JUL 27 1960
FOR FILING

S 18 2(1)

5563

A

July 26, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

It is the intention of the State Highway Commission to release to Durbin Bros., a portion of the funds heretofore retained by the Commission on contract #5563 for structure-grading-oiling the South Unit of the Westfall-Harper Section of the Westfall-Harper Road in Malheur County.

This payment, in the amount of $8,871.45, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $4,489.62. The present payment will be released on or after August 5, 1960.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

RECEIVED
JUL 20 1960
FOR FILING

S.182(1)

5563

A

July 20, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 11, 1960, on Contract No. 5563, South Unit, Westfall-Harper Section, in Malheur County, in connection with Federal Aid Project No. S-182(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

cc: Clarence G. Swensen

Form E-1—(Rev.)—

S-182 (1)
55-63

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Final Report

For Week Ending July 15, 1960

Section South Unit, Westfall-Harper

Kind of work Structure, Grading & Oiling

Highway Westfall-Harper County Malheur

Section prefix 523-1087

Contractor Durbin Bros.

Contract number 5563

Date of contract November 12, 1959

Specified work days 125

Date work started November 16, 1959

Work days used 85

Project authorization $ 178,954.31

Exclusive of engineering $ 166,230.87

Per cent of time elapsed 68 %

Estimated cost of completed project, exclusive of engineering $ 159,602

Estimated per cent underrun 4.0 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 12,725.64

Engineering cost to date $ 12,869.65, 101.1 %

Date project was completed July 11, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100	100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor Completed final clean-up on Monday.

Office completed semi-final and submitted same on Friday.

CONSTRUCTION DIVISION
RECEIVED
JUL 19 1960
NOTED-- ☐ ☐ B ☐ ☐
CE ACE ACE COE

Noted
M. N. Juve

NOTED
JOHN R. OAKES

NOTED
C. E. PAULSEN

Signed E. S. Thompson
E. S. Thompson
Address Ontario, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.88	5.88		5.88	
Miles partially completed					
Miles completed	5.88	5.88		5.88	
Total estimated quantities (contract)	84,100	74,500 ton		478	
Total quantities corrected to date	79,144	9,143 ton 37,412 cu yd		443	
Estimated quantities moved or placed to date	79,144	9,143 ton 37,412 cu yd		443	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week				3	

Men	2
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...1..., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., Power Broom....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

A

FORM E-123-X 75M 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED

5523

May 9, 1960

Mr. G. W. Baker, Supt.
Union Pacific Railroad Co.
2525 N. Larrabee Avenue
Portland 17, Oregon

Re: File No. R-30919
Easement and Construction Agreement
OWRR & N Co. - Union Pacific Co., Lessee
So. Unit, Westfall-Harper Sec.
Westfall-Harper County Rd.

Dear Mr. Baker:

Herewith I am returning to you three counterpart copies of agreement relative to the above titled matter, your File No.D323-1-50. The copies have been executed by the Highway Commission and by Malheur County, and are dated March 10, 1960.

It is my understanding from your letter of February 29, 1960, that after execution by your companies one fully executed copy will be sent to Malheur County and one fully executed copy returned to my attention. At that time I would appreciate receiving ten additional copies of Exhibit A attached to the instrument.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

JWD:ks
attach.

cc: Forrest Cooper
G. S. Paxson
Tom Edwards
A. F. Parson

RECEIVED

NOTED
G. S. PAXSON

A

RECEIVED
MAY 6 - 1960
FOR FILING
S 182 (1)
5563

May 6, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

South Unit, Westfall-Harper Section
Westfall-Harper Road
Malheur County Proj. No. S-182(1)

Dear Sir:

Reference is made to your letter of May 4, 1960, withholding approval of Order for State Force Work No. 1 on the subject project.

This is to confirm that all signing covered by this order will be done in accordance with the Oregon Manual on Uniform Traffic Control Devices and that the crossbucks will be reflectorized to conform to Bureau of Public Roads' requirements.

We trust this will clear the Order for your approval.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

IDAHO
MONTANA
OREGON
WASHINGTON
RECEIVED
1960
FOR FILING

S-182(1)

A

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to
08-35.4-DA

408 State Highway Building
Salem, Oregon

May 4, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: South Unit, Westfall-Harper Section of Westfall-Harper Road in Malheur County, Project S-182(1)

Dear Sir:

We are withholding approval of State Force Work Order No. 1 for subject project. Please refer to our letter, dated August 12, 1959, concerning reflectorized crossbuck and advance warning signs. The PR-1 form for this project provides for this type of protection.

Please advise if this part of the work is to be deleted and if so, furnish justification.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
E. H. Cowan
Acting Division Engineer

RECEIVED
MAY 3 - 1960
FOR FILING

S-182 (1)

5563

May 2, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 1, Account No. 276, covering permanent highway signing and required railroad signing on the South Unit, Westfall-Harper Section of the Westfall-Harper County Road in Malheur County, Contract No. 5563, in connection with Federal Aid Project No. S-182(1).

This work is necessary for the direction and guidance of traffic. The railroad signing is required by the BPR regulations. The contractor is not equipped to do this work, while the State has the necessary equipment and experienced crews. The amount is too small to be economically done under separate contract. Materials to be used were purchased on the open market through competitive bids.

The total estimated amount of the order is $1,150, with Federal participation of $690.

Your approval of this order under the provisions of PPM-21-6.3 on the basis of actual cost is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
DBP:cr

RECEIVED
1960
SCR FILING
182102
5563

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

A

March 29, 1960

Honorable G. I. Chester
County Judge
Malheur County
Vale, Oregon

Re: File No. R-30919
Easement and Construction Agreement
OWRR & N Co.-Union Pacific Railroad Co.,
Lessee
So. Unit, Westfall-Harper Section
Westfall-Harper County Road

Dear Judge Chester:

Herewith I hand you triplicate counterpart copies of agreement between Oregon-Washington Railroad and Navigation Co., Union Pacific Railroad Co., Lessee; the State of Oregon, by and through its State Highway Commission; and Malheur County relative to easement and construction agreement on the above titled project. All three copies have been executed by the State Highway Commission.

The three copies should be returned, directed to my attention after execution by Malheur County, for forwarding to the railroad companies. It is my understanding that after execution by the railroad companies one copy will be returned to this office and one copy will be returned to Malheur County. At that time the county's copy should be placed on record and the railroad companies and this office notified of the recording reference.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

JWD/ks
Encl.
cc: C.H. Baker, Supt.
Union Pacific RR Co.
2525 N. Larrabee Ave.
Portland 17, Oregon
Forrest Cooper
C. S. Paxson
Tom Edwards
A. F. Parsons

RECEIVED
APR 11 1960
FOR FILING
S-182 (1)
55-3

Salem, Oregon
March 28, 1960

Agenda Item 4-g

File No. R-30919
Easement and Construction Agreement
OWRR & N Co. - Union Pacific Co. Lessee
South Unit, Westfall-Harper Section
Westfall-Harper County Road

Mr. J. W. DeSouza
Assistant Counsel
Office

Attached are three copies of an agreement with the O.W.R.R. & N. Co., Malheur County and the State covering easement for grade crossing on the South Unit, Westfall-Harper Section of the Westfall-Harper County Road. These copies have been signed by the State Highway Commission and are now ready for the signatures of the Railroad Company and Malheur County.

When fully signed please return one copy to this office for the Commission's files.

Secretary

rn
Attach: 3

4g

FORM E-30X 50M 7-59 22125

Contract 5563

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
March 7, 1960

SUBJECT: File No. R-30919
Easement and Construction Agreement
OWRR & N. Co. - Union Pacific Railroad,
Lessee
South Unit, Westfall-Harper Section
Westfall-Harper County Road

To: Mr. Floyd Query, Secretary
Oregon State Highway Commission
Office

Herewith I hand you for execution by the Highway Commission three copies of agreement between Oregon-Washington Railroad & Navigation Co., Union Pacific Railroad Co., Lessee, the State Highway Commission and Malheur County covering easement for a grade crossing.

This is located on the Westfall-Harper County Federal Aid Secondary Road No. 525, which is being improved under contract by the State.

After execution by the Commission, please return all three copies direct to me for further handling.

J W DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:ks
enc.

cc: W. C. Williams
Forrest Cooper
G. S. Paxson
L. I. Lindas

AUT[illegible] HIGHWAY COMMISSION
DATE This agreement is in connection with Contract 5563 awarded 11-12-59 to Durbin Bros. Any expense to the state is included in the project authorization.
Floyd Query
Secretary

FORM E-30 50M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
March 17, 1960

NOTED
V. R. JONES

SUBJECT: File 30434, Oregon 09915
Westfall-Harper Section
Westfall-Harper County Road
Right of Way

To: Mr. A. F. Parson
Division Engineer, Division V
State Highway Department
LaGrande, Oregon

NOTED
C. G. SWENSON

Attached you will find three copies of the March 10, 1960, Land Office Decision covering the right of way through public domain on the Westfall-Harper County Road. A preconstruction permit was mailed to you November 27, 1959.

Stipulation 2, re fencing, is in accordance with our letter of application. Stipulation 3 on the Decision, re Vale Main Canal, also appeared on the November permit, so you have undoubtedly taken care of that.

EARL F. SALING
Right of Way Office Manager

WO:ls
Attach: 3 copies Decision

cc: County-City Relations Dept., with 2 copies Decision
cc: Velda DeGuire, orig. Decision & print

RECEIVED
MAR 1[illegible] 1960
[illegible]
COUNTY [illegible]

File 30434
100.7r
Oregon 09915
17.0 R/W

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Land Office
809 N. E. 6th Avenue
Portland 12, Oregon

Date Mar. 10, 1960

DECISION

Applicant: Oregon State Highway Department Salem, Oregon	Highway Right of Way Application Serial No. Oregon 09915
Date Map Filed: September 21, 1959	

Highway Right of Way Approved

The application and map filed by the above named State for a Federal Aid Highway right of way over public land under the Act of August 27, 1958 (72 Stat. 885; 23 U.S.C. Sec. 317), have been examined and found to conform to the regulations. The Public Roads Administration has determined that the following described Federal land is necessary for the purpose specified in the act:

T. 19 S., R. 41 E., W.M., Oregon
Sec. 11; SW¼
Sec. 14: E½W½, W½SE¼
Sec. 23: NE¼NW¼, W½NE¼, N½SE¼
Sec. 25: NW¼NW¼

Pursuant to the above mentioned act and the regulations thereunder (43 CFR 244.9 and 244.54 through 244.56, Circular attached) the right of way on or over the public lands as shown on the above mentioned map is approved, subject to all valid existing rights, but reserving rights of way for canals and ditches constructed under authority of the United States.

The authority granted hereby is further subject to the following specific stipulations:

1. That the State shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin and shall require an identical provision to be included in all subcontracts.

2. Existing fence south of relocated centerline to remain intact or, if relocation is necessary, State or county of Malheur will stand the expense.

3. That the permittee shall contact the Bureau of Reclamation, prior to construction, for approval of any structures to be constructed or reconstructed over the Vale Main Canal located in the NW¼NW¼ Sec. 25, T. 19 S., R. 41 E., W.M., Oregon.

/s/ M. M. Gorecki
Signature
Chief, Lands and Minerals
Adjudication Unit
Title

Attach:Circ. 1915

cc:Director, w/map
cc:D.M., Vale, w/map
cc;Bureau of Public Roads (3)

FORM E-30 80M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
R. JONES

Salem, Oregon
March 10, 1960

SUBJECT: File 30350, Oregon 09846
Westfall-Harper Section
Westfall-Harper County Road

To:

Mr. A. F. Parson
Division Engineer, Division V
State Highway Department
LaGrande, Oregon

NOTED
C. Ayers

Attached is the Land Office Decision of March 7, 1960, for the material source and haul road for the Westfall-Harper Section of the Westfall-Harper County Road.

The Permit of Entry was mailed to you on December 1, 1959.

EARL F. SALING
Right of Way Office Manager

WO:ls
Attach: 3 copies Decision

cc: John Phillips, with Decision & Print
✓cc: County-City Relations, (2)
with 2 copies Decision & Print
cc: Velda DeGuire, with orig. Decision
& Print

RECEIVED
MAR 11 1960
ENGINEER
COUNTY & CITY RELATIONS

Form No. Al-152
August 1959

COPY

File 30350
100.7r
Oregon 09846
17.0 R/W

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Land Office
809 N.E. 6th Avenue
Portland 12, Oregon

DATE Mar 7 1960

DECISION

Applicant: Oregon State Highway Department Salem, Oregon	Material Site Application
Date Map Filed: August 3, 1959	Serial No. Oregon 09846

Right of Way for Access Road Approved
Use of Material Site Permitted

The application of the above named State for the use of the described lands as a source of material in connection with a Federal Aid Highway Project under the Act of August 27, 1958 (72 Stat. 885; 23 U.S.C. Sec. 317), has been examined and found to conform to the regulations. The Public Roads Administration has determined that the following described Federal land is necessary for the purpose specified in the Act:

T. 19 S., R. 41 E., W.M., Oregon
Sec. 10: SE¼SE¼SE¼
Sec. 11: S½SW¼SW¼, W½SW¼SE¼SW¼
Sec. 14: N½NW¼NW¼, W½NW¼NE¼NW¼
Sec. 15: NE¼NE¼NE¼

Haul Road
Sec. 14; E½NW¼NE¼NW¼

Pursuant to the above mentioned act and the regulations thereunder (43 CFR 244.9 and 244.54 through 244.56, Circular attached), permission is hereby given to the State to use as a source of road building materials the land above described and shown on the above mentioned map, subject to all valid existing rights, but reserving rights of way for ditches and canals constructed under authority of the United States.

The authority hereby granted is further subject to the following specific stipulations:

1. The right to lease the land or any part thereof for the development and production of oil and gas and other leasable minerals is reserved to the United States, and the operations necessary to remove the materials for which this permit is issued shall be carried on in a manner so as not to interfere with the reasonable use of the surface by the United States, its permittees or lessees, in the development of the leasable mineral resources.

2. That this permit may be modified or cancelled, if required, in order to facilitate necessary operations incident to development and production of oil and gas and other leasable minerals.

3. The express condition that the minerals taken from the land shall be restricted in their use to the Federal Aid Highway System.

4. That the State shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin and shall require an identical provision to be included in all subcontracts.

Attach: Circ.

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Land Office
809 N.E. 6th Avenue
Portland 12, Oregon

DATE Mar 7 1960

DECISION

Applicant: :
Oregon State Highway Department :
Salem, :
Oregon :

Date Map Filed: August 3, 1959 :

Material Site Application

Serial No. Oregon 09846

Right of Way for Access Road Approved
Use of Material Site Permitted

The application of the above named State for the use of the described lands as a source of material in connection with a Federal Aid Highway Project under the Act of August 27, 1958 (72 Stat. 885; 23 U.S.C. Sec. 317), has been examined and found to conform to the regulations. The Public Roads Administration has determined that the following described Federal land is necessary for the purpose specified in the Act:

T. 19 S., R. 41 E., W.M., Oregon
Sec. 10: SE¼SE¼SE¼
Sec. 11: S½SW¼SW¼, W½SW¼SE¼SW¼
Sec. 14: N½NW¼NW¼, W½NW¼NE¼NW¼
Sec. 15: NE¼NE¼NE¼

Haul Road
Sec. 14; E½NW¼NE¼NW¼

Pursuant to the above mentioned act and the regulations thereunder (43 CFR 244.9 and 244.54 through 244.56, Circular attached), permission is hereby given to the State to use as a source of road building materials the land above described and shown on the above mentioned map, subject to all valid existing rights, but reserving rights of way for ditches and canals constructed under authority of the United States.

The authority hereby granted is further subject to the following specific stipulations:

1. The right to lease the land or any part thereof for the development and production of oil and gas and other leasable minerals is reserved to the United States, and the operations necessary to remove the materials for which this permit is issued shall be carried on in a manner so as not to interfere with the reasonable use of the surface by the United States, its permittees or lessees, in the development of the leasable mineral resources.

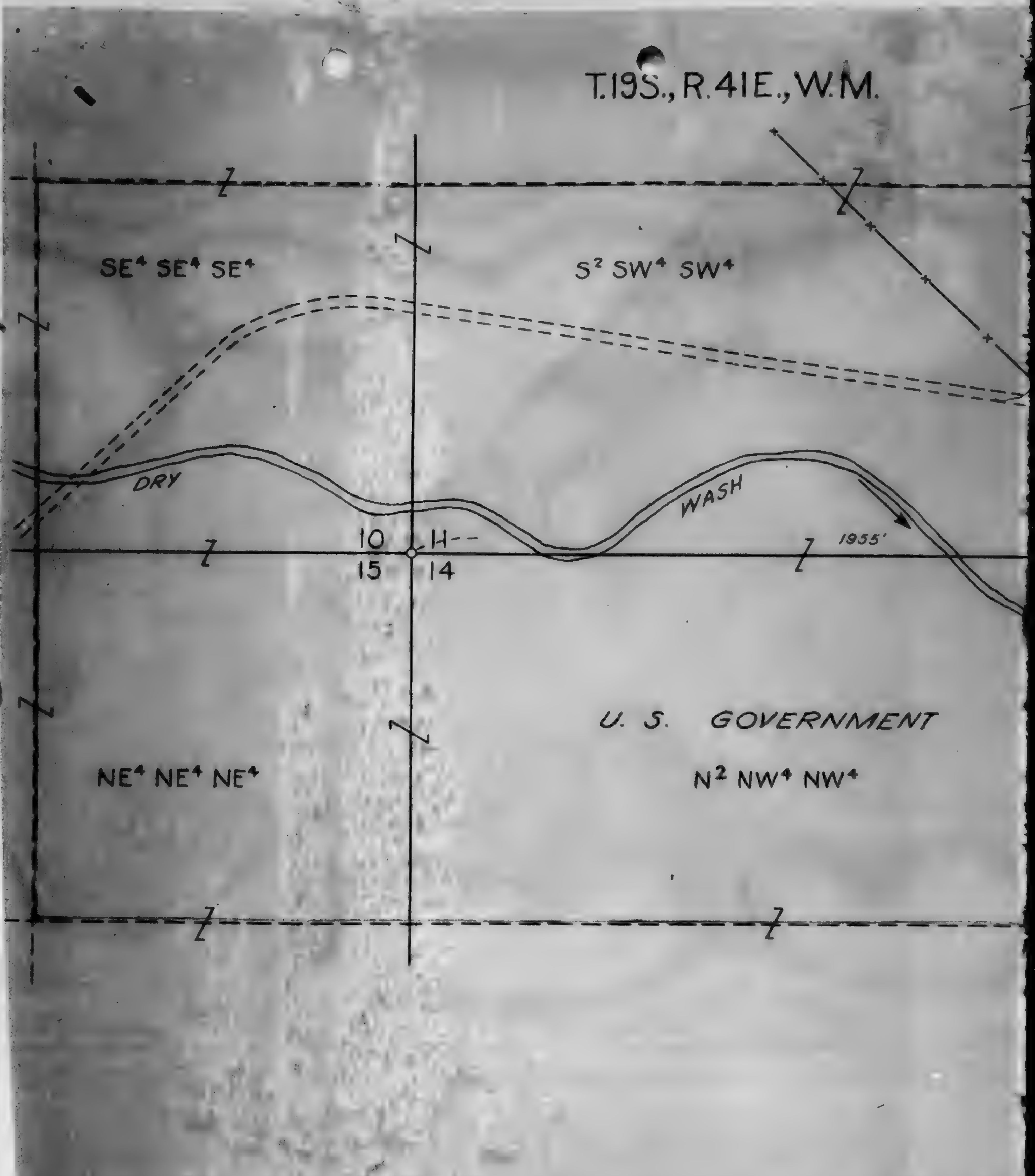
2. That this permit may be modified or cancelled, if required, in order to facilitate necessary operations incident to development and production of oil and gas and other leasable minerals.

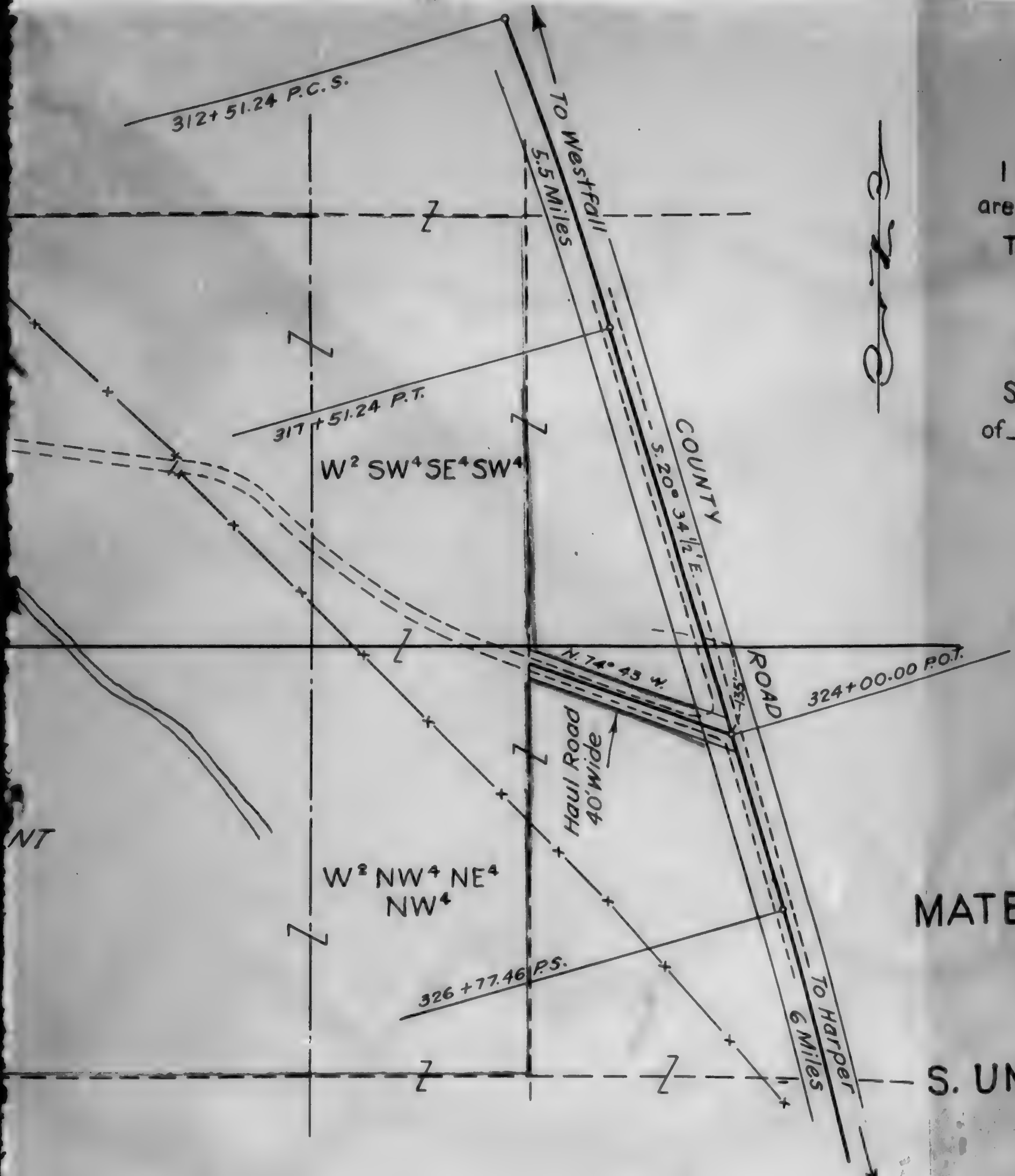
3. The express condition that the minerals taken from the land shall be restricted in their use to the Federal Aid Highway System.

4. That the State shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin and shall require an identical provision to be included in all subcontracts.

Attach: Circ. 1915
cc: Director, w/Map
cc: D.M., Vale , w/Map
cc: Bureau of Public Roads (3)

M. M. Gorecki /s/
Signature
Chief, Lands and Minerals
Adjudication Unit


T.19S., R.41E., W.M.
SE¼ SE¼ SE¼
S½ SW¼ SW¼
DRY
WASH
10
11
15
14
1955'
U. S. GOVERNMENT
NE¼ NE¼ NE¼
N½ NW¼ NW¼


312+51.24 P.C.S.
To Westfall
5.5 Miles
317+51.24 P.T.
W² SW⁴ SE⁴ SW⁴
COUNTY
S. 20° 34½' E.
ROAD
N. 74° 45' W.
324+00.00 P.O.T.
Haul Road
40' Wide
NT
W² NW⁴ NE⁴
NW⁴
326+77.46 P.S.
To Harper
6 Miles

CE

I hereby certify t
are as of this dat
T.19 S., R.41E., W
" "
" "
" "
Signed at Portlan
of______________

Fi

OREGON STAT

Fi

MATERIAL SO

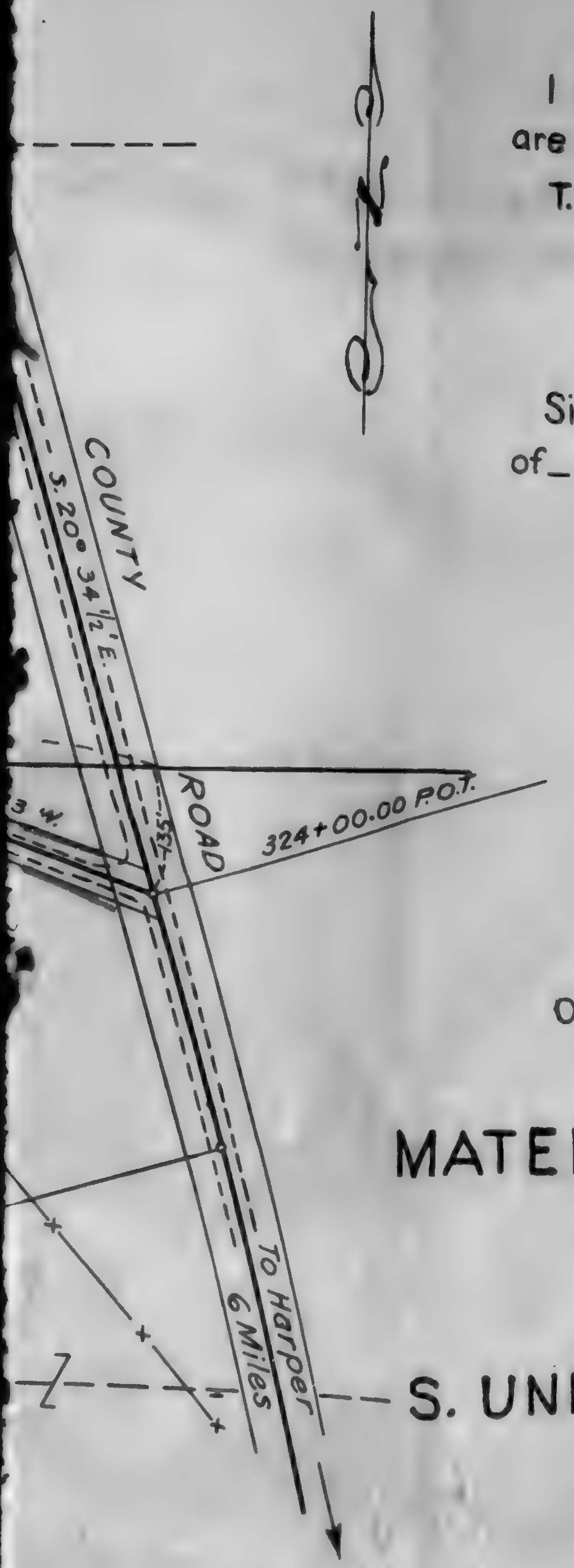
U.S.

S. UNIT, WESTF
WESTFAL

MAL

Scale: 1" = 200'

DR


COUNTY
S. 20° 34 1/2' E.
ROAD
324+00.00 P.O.T.
3 W.
53
To Harper
6 Miles

CERTIFICATE

I hereby certify that the following described lands are as of this date unpatented Federal Lands

T. 19 S., R. 41 E., W.M. - Sec. 10 - SE^4 SE^4 SE^4.
" " " " 11 - S^2 SW^4 SW^4; W^2 SW^4 SE^4 SW^4.
" " " " 14 - N^2 NW^4 NW^4; W^2 NW^4 NE^4 NW^4.
" " " " 15 - NE^4 NE^4 NE^4.

Signed at Portland, Oregon this ____________ day of ______________ 1959.

____
Manager

File No. 30350

OREGON STATE HIGHWAY DEPARTMENT

Filing Map For

MATERIAL SOURCE AND HAUL ROAD

From

U.S. GOVERNMENT

S. UNIT, WESTFALL-HARPER SECTION
WESTFALL - HARPER ROAD

MALHEUR COUNTY

Scale: 1" = 200'

July, 1959

DRG. NO. 1R-3-1250

RECEIVED
MAR 9 1960
FOR FILING

1182(1)
5562

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem Office
March 7, 1960

SUBJECT: File No. R-30919
Easement and Construction Agreement
OWRR & N. Co. - Union Pacific Railroad, Lessee
South Unit, Westfall-Harper Section
Westfall-Harper County Road

To: Mr. Floyd Query, Secretary
Oregon State Highway Commission
Office

Herewith I hand you for execution by the Highway Commission three copies of agreement between Oregon-Washington Railroad & Navigation Co., Union Pacific Railroad Co., Lessee, the State Highway Commission and Malheur County covering easement for a grade crossing.

This is located on the Westfall-Harper County Federal Aid Secondary Road No. 525, which is being improved under contract by the State.

After execution by the Commission, please return all three copies direct to me for further handling.

J. W. DeSOUZA
Assistant Counsel

JWD:ks
enc.

cc: W. C. Williams
Forrest Cooper
G. S. Paxson
L. I. Lindas

RECEIVED
MAR - 8 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 3 1960
FOR FILING
S-182(1)
5563

A

March 2, 1960

Oregon State Highway Commission

Gentlemen:

There will be before you at the next Commission meeting a tri-party agreement among the Union Pacific Railroad, Malheur County and the State covering the grade crossing of the Union Pacific's tracks by the South Unit of the Westfall-Harper Section of county Federal Aid Secondary Road No. 525 in Malheur County. This is one of the county federal-aid secondary projects which is being constructed by the State and turned over to the County for maintenance and operation. The agreement covers the construction across the tracks.

I would recommend your execution of the agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. G. S. Paxson
Mr. J. W. DeSouza
Mr. H. L. Porter
Mr. C. G. Swanson
Mr. C. H. Maison

[illegible]gm ac

RECEIVED
FEB -5 1960
FOR FILING

S 182(1)

5563

Salem, Oregon
February 3, 1960

Cross-buck and Advance Warning
Signs
S. Unit, Westfall-Harper Sec.
F. A. Project No. S-182(1)
Westfall-Harper County Road
Malheur County

Mr. W. O. Widdows
Sign Engineer
Shops

To conform with requirements of the Bureau of Public Roads, it will be necessary to install reflectorized cross-buck signs and reflectorized advance warning signs at the grade crossing of the Union Pacific Railroad tracks with the Westfall-Harper County Road at the Town of Harper.

The crossing referred to is at Station 643+87 of the South Unit, Westfall-Harper Section, Contract No. 5563.

The signs should be installed before completion of the contract which is estimated to be June 1, 1960. Expense should be charged to prefix 523-1087. Federal Aid project is S-182(1).

Forrest Cooper
Deputy State Highway Engineer

RA:bb
cc: A. F. Parson

F... 55631 12-30-59 A

RECEIVED

FOR FILING

Monthly Transaction No. UU ... 31 - 1958	Form 2 (9-1. .) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e **Oregon**
Project Report No. S 182(1) 4	**FEDERAL-AID PROJECT AGREEMENT** 12-30-59	County **Malheur**
		Project No. **S-182(1)**

5563

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Co. Rd. 5 mi. W. to 1 mi. S.of Harper
(S. Unit, Westfall - Harper Section)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		▨
Preliminary engineering		
Rights-of-Way		▨
Construction	**2-8-55**	**5.9**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **174,978**	Federal funds $ **106,600**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ____________________

~~Deputy~~ **State Highway Engineer**
(title)

By ____________________

____
(title)

By ____________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
Division Engineer

By: RCWright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **December 30, 1959**

USComm-DC 40257

December 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the S. Unit, Westfall-Harper Section, Project No. S-182(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

RLC:mm

November 23, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the South Unit, Westfall-Harper Section, Project No. S-182(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-182(1)

SOUTH UNIT, WESTFALL-HARPER SECTION OF THE WESTFALL-HARPER ROAD IN MALHEUR COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 23, 1959

Type Code 5231
Roadway (Sta. 356+00 to Sta. 669+67)(Contract No. 5563)

Clearing and Grubbing	All	Required	$	$ 5,000.00
Drainage Excavation, Unclassified	1,840	cu. yds.	2.00	3,680.00
Special Borrow Excavation, Unclassified	7,200	cu. yds.	0.23	1,656.00
General Excavation, Unclassified	76,900	cu. yds.	0.23	17,687.00
Short Overhaul	188,200	yd. sta.	0.01	1,882.00
Long Overhaul	2,640	C-yd.sta.	0.30	792.00
Tractor and Dozer	22	hours	20.00	440.00
Blade Grader	14	hours	11.00	154.00
Finishing Roadbed and Slopes	5.88	miles	800.00	4,704.00
12-inch Concrete Pipe	540	lin. ft.	3.00	1,620.00
15-inch Concrete Pipe	34	lin. ft.	4.00	136.00
18-inch Concrete Pipe	1,430	lin. ft.	5.00	7,150.00
18-inch Corrugated Metal Pipe	14	lin. ft.	5.50	77.00
18-inch Concrete Siphon Pipe	250	lin. ft.	6.00	1,500.00
Concrete End Basins	14	cu. yds.	75.00	1,050.00
6-inch Perforated Metal Drain Pipe	200	lin. ft.	2.15	430.00
Special Backfill in Drains	24	cu. yds.	7.00	168.00
4-inch Sewer Pipe	44	lin. ft.	1.50	66.00
Concrete Inlets, Type "CB"	1	only	120.00	120.00
24' Cattle Guards	2	only	1,500.00	3,000.00
Loose Riprap	46	cu. yds.	5.00	230.00
Grouted Riprap	16	cu. yds.	30.00	480.00
Grid Rolled Base Material	65,200	tons	0.42	27,384.00
3/4" - 0 Material in Leveling Course	9,350	tons	1.60	14,960.00
Sprinkling	1,520	M-gal.	2.50	3,800.00
Preparation of Base	5.88	miles	200.00	1,176.00
3/4" - 0 Material in Binder Course	720	cu. yds.	2.55	1,836.00
Furnishing and Placing Aggregates	3,730	cu. yds.	3.05	11,376.50
MC-2 Asphalt	116	tons	51.00	5,916.00
120-150 Asphalt	280	tons	49.00	13,720.00
RS-1 Asphalt	80	tons	52.00	4,160.00
				$136,350.50
Flagging (57½% of Contractor's Costs)	All	Required		1,000.00
Signing	All	Required		200.00
	Subtotal			$137,550.50
	10% Engr. & Cont.			13,755.05
		Total		$151,305.55

Type Code X021
Vale Canal Bridge (Sta. 448+21 to Sta. 449+16)(Contract No. 5563)

Structural Excavation	35 cu. yds.	$15.00	$ 525.00
Transport Treated Timber Piling	All Required		400.00
Drive Piles	30 only	100.00	3,000.00
Class "A" Concrete (98 cu. yds.)	All Required		9,310.00
Metal Reinforcement (33,500 lbs.)	All Required		5,360.00
Treated Lumber and Timber in Place	6.5 M-fbm	450.00	2,925.00
	Subtotal		$ 21,520.00
	10% Engr. & Cont.		2,152.00
	Total		$ 23,672.00

Length of Roadway - - - - - 5.878 Miles
Length of 3 Structures- - - 0.071 Mile
Total Length- - - - - - - - 5.949 Miles
Cost of Roadway Per Mile- - $25,740.99

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	County Funds
Roadway	$151,305.55	$ 92,200.00	$29,552.75	$29,552.80
Structure	23,672.00	14,400.00	4,636.00	4,636.00
	$174,977.55	$106,600.00	$34,188.75	$34,188.80

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited by Malheur County with the Highway Department.

RECEIVED
DEC 14 1959
COUNTY

ORDER DESIGNATING THE WESTFALL-HARPER COUNTY ROAD AS A THROUGH HIGHWAY

In accordance with ORS 483.204 which provides that local authorities, with reference to highways under their jurisdiction, may designate main traveled as through highways by placing at the entrances thereto from intersecting highways signs or markers notifying driver of vehicles to stop before entering or crossing such designated highways, or may designate particular intersections and place such stop signs or markers at one or more entrances thereto, the Malheur County Court does designate the Westfall-Harper County Road as a through highway and authorizes and directs the highway department to place standard type stop signs at the entrances thereto from all intersecting roads or highways within the limits of the South Unit, Westfall-Harper Section of said Westfall-Harper County Road.

ATTESTED:

J Homer Schnell
Malheur County Clerk

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

December 1, 1959

Hon. G. Y. Chester
Malheur County Judge
Courthouse
Vale, Oregon

FAS 525

Dear Judge Chester:

Reference is made to our recent telephone conversation relative to our placing stop signs at the entrances to the South Unit, Westfall-Harper Section presently under contract.

As previously stated, we will place these stop signs on all intersecting public roads as a part of the FAS project; however, in order to make these signs legal and enforceable, the County Court should adopt a Court Order or resolution establishing the Westfall-Harper County Road as a throughway.

This order or resolution should make reference to ORS 483.204 which provides that "...local authorities, with reference to highways under their jurisdiction, may designate main traveled or through highways by placing at the entrances thereto from intersecting highways signs or markers notifying drivers of vehicles to stop before entering or crossing such designated highways, or may designate particular intersections and place such stop signs or markers at one or more entrances thereto."

The order or resolution should further state that under the provisions of ORS 483.204 the Malheur County Court does designate the Westfall-Harper County Road as a main traveled or through highway and authorizes and directs the highway department to place standard type stop signs at the entrances thereto from all intersecting roads or highways within the limits of the South Unit, Westfall-Harper Section of said Westfall-Harper County Road. Enclosed for attachment as an exhibit to the original order or resolution is a copy of the plans for the South Unit, Westfall-Harper Section.

Please sent one copy of the order or resolution (without an exhibit) to this office after its adoption.

Very truly yours,

W. C. Williams
State Highway Engineer

NOTED
JOHN D. GRAHAM

By: John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

FORM E-30X 50M 7-59 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 24, 1959

SUBJECT: South Unit, Westfall-Harper Section
Westfall-Harper Road
Malheur County

To: C. G. Swenson
County & City Relations Engr.
BUILDING

In accord with discussion between Mr. Hagemann of your office and myself earlier this date, I believe that if you advise the County Court to adopt a resolution establishing the South Unit of the Westfall-Harper Section of the Westfall-Harper Road as a through-stop highway and the resolution further stating that traffic on all intersecting roads shall stop before entering or crossing the said county road, this will be sufficient authority for Mr. Widdows to place the necessary "STOP" signs.

It is also possible that the County Court might wish to take action encompassing the total length of Federal-Aid Secondary No. 525, which is in our files County Road No. 805. I am attaching hereto a set of plans showing the title sheet and the plan sheets relating to the lineal section of the roadway.

All of the intersecting roads that are required to stop are not marked on the plan sheets but it is axiomatic that if the whole highway is required to stop each of the intersecting roads would also have to stop.

I do not believe that the County Court need take unit action on each of the intersections.

J. Al. Head
Ass't. Traffic Engineer

JAH:bf
Attachments
cc: W. O. Widdows
A. F. Parsons

RECEIVED
NOV 25 1959
[illegible]
COUNTY & CITY RELATIONS

FORM E-20X 50M 7-59 22128

NOTED
C. G. SWENSON

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 1, 1959

NOTED
[illegible]

SUBJECT: File 30350, Oregon 09846
Westfall-Harper Section
Westfall-Harper County Road
Material Source & Haul Road
Malheur Co
FAS 525

To:

Mr. A. F. Parson
Division Engineer, Divn. V
State Highway Department
LaGrande, Oregon

Attached you will find three copies of a Preconstruction Permit from the Land Office, covering the material source for the Westfall-Harper County Road. Please note Stipulation (4): "The applicant must contact the District Manager prior to commencement of construction."

EFS
EARL F. SALING
Right of Way Office Manager

cc: County-City Relations Dept.

RECEIVED
DEC 2 1959

FORM E-30X 80M 7-59 22128

NOTED
JOHN D. GRAHAM.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Right of Way Department
November 27,1959

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

SUBJECT: Files 30350 & 30434
Westfall-Harper Section
Westfall-Harper County Road

To:
County-City Relations Department
State Highway Building
Salem, Oregon

Attached you will find three copies of the November 24, 1959 "Pre-license Authority to Construct Right of Way Granted", for the Westfall-Harper County Road. This gives the contractor permission to proceed with the right-of-way construction.

Please note stipulations 4 and 5:
(4) The applicant must contact the District Manager prior to commencement of construction.
(5) That the permittee shall contact the Bureau of Reclamation, prior to construction, for approval of any structures to be constructed or reconstructed over the Vale Main Canal Located in the NW¼NW¼ Sec. 25, T. 19 S., R. 41 E., W. M., Oregon.

However, we do not yet have a permit to enter the material source in Sections 10, 11, 14 and 15. We asked for a preconstruction permit on the material source also, and it has not yet been issued.

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

WO:ls
Attach: 3 copies Permit

cc: A. F. Parson, Divn. Engr.
(With 1 copy Permit)

NOTED

RECEIVED
NOV 27 1959
FOR FILING

S-182(1)

5563

A

FORM E-120

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 25, 1959

Durbin Bros.,
Route 5, Box 490
Eugene
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission

> Contract #5563, awarded November 12, 1959, for structure-grading-oiling the South Unit of the Westfall-Harper Section of the Westfall-Harper Road in Malheur County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED

FOR FILING

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

D. F. WENGERT
GENERAL MANAGER
NORTHWESTERN DISTRICT

828 PITTOCK BLOCK
PORTLAND 5, OREGON

S 182(1)

5563

Nov. 24, 1959
C 321 - 2 - 6

Mr. W. C. Williams,
State Highway Engineer,
State of Oregon,
Salem, Oregon.

Dear Sir:

ATTENTION: Mr. Forrest Cooper,
Deputy State Highway Engineer

I have your letter November 17 in regard to installation of reflectorized crossbuck signs and reflectorized advance warning signs at the grade crossing of our tracks with Westfall-Harper County Road near the town of Harper, identified as Crossing No. 2L-42.2.

We have no objection to the installation as outlined with the understanding maintenance of the crossbuck signs after installation will be the responsibility of this Company as provided in P. U. C. Order No. 7058 of December 27, 1939.

Yours very truly,

D F Wengert

RECEIVED
NOV 25 1959
OFFICE OF
STATE HIGHWAY ENGINEER

copy to Porter

RECEIVED
[illegible] 1959
FOR FILING

November 17, 1959

Mr. D. F. Wengert
General Manager, Northwestern District
Union Pacific Railroad Company
828 Pittock Block
Portland 5, Oregon

Dear Sir:

Under authority of Order No. 7058, issued by the Public Utilities Commissioner of the State of Oregon on December 27, 1939, we propose to install reflectorized crossbuck signs and reflectorized advance warning signs at the grade crossing of your tracks with the Westfall-Harper County Road near the town of Harper, and known by your identification as crossing No. 2L-42.2.

We propose to install our standard type of crossbuck sign which consists of scotch lighted aluminum cross arms bolted to a 6" x 6" x 16' cedar post painted white.

May we have your consent to make this installation with the understanding that the maintenance of the crossbuck signs, after installation, will be a responsibility of your company as provided in the P.U.C. order mentioned above?

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RA:jb

cc: Mr. R. M. Brown
Dist. Engr., Northwestern Dist.
Union Pacific Railroad Company
829 Pittock Block
Portland 5, Oregon

NOTED
FORREST COOPER

RECEIVED
NOV 23 1959
FOR FILING

[illegible]

[illegible]

November 23, 1959

Mr. L. V. Chausse
Division Engineer
Union Pacific Railroad Company
Pocatello, Idaho

Dear Sir:

We are mailing, under separate cover, a copy of Contract No. 5563, covering structure, grading and oiling work on the South Unit, Westfall-Harper Section of the Westfall-Harper County Road in Malheur County.

In general the work does not conflict with railroad facilities except for grading, surfacing and oiling work on existing roadway crossings of your spur track at Highway Station 643+20, main tracks at Station 643+90 and siding at Station 644+05.

Provisions call for the contractor to protect your company's tracks, facilities, communication lines and any other property of your company which might be damaged by the contractor's operations as set forth in the insert "Relations With Railroad Company"; also, the contractor is to furnish protective and liability insurance of the kinds and in the amounts indicated on page 31 of the Special Provisions.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

JR:sm
cc: G. S. Paxson
J. W. DeSouza

Mr. R. W. Brown, District Engineer
Union Pacific Railroad Co.
2525 N. Larrabee Avenue
Portland 12, Oregon

RECEIVED
NOV 19 1959
FOR FILING

S182(1)

[illegible]

A

November 19, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on November 16, 1959, on Contract No. 5563, South Unit, Westfall-Harper Section, in Malheur County, in connection with Federal Aid Project No. S-182(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sm

NOTED
Harold C. Ayers

Form A-150—5M—6-59

NOTED
C. G. SWENSON

INVOICE

Oregon State Highway Department

SALEM, OREGON

Invoice No. 62851

Date November 12, 1959

Your Req. No.

Billing Request No. ca 536

Credit Distribution: 523-1067-897

NOTED

Malheur County
Vale
Oregon

Attn: County Court

Advance Deposit	$35,800.00
Partial transfer county's share total cost of South Unit, Westfall-Harper Section, FAS 525, covered by agreement dated November, 1959	30,800.00
To be retained	$ 5,000.00

RECEIVED
NOV 18 1959
[illegible]
COUNTY & [illegible] RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $________________

By ______________________________

State Printing 21137

NOTED
C C SWENSON

November 12, 1959

Malheur County Court
Courthouse
Vale, Oregon

NOTED
Harold C. Ayers

NOTED
V. R. JONES

Gentlemen:

This is to acknowledge receipt of an advance deposit of $35,800 in connection with the South Unit, Westfall-Harper Section of FAS 525.

Contract No. 5563 has been awarded to Durbin Bros., Inc., and a copy of the contract will be forwarded as soon as available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

NOTED
Harold C. Ayers

NOTED
V R JONES

November 3, 1959

John F. Hagemann

Malheur County Court
Courthouse
Vale, Oregon

Gentlemen:

On November 3 the Highway Commission received a satisfactory bid from Durbin Bros., Inc., of Portland for construction of the South Unit, Westfall-Harper Section of FAS 525. As per the agreement between county and state, the following advance deposit is required of the county prior to awarding of a contract:

Bid Items	$157,870.50
Flagging & Signing	1,200.00
12½% Engineering & Contingencies	19,883.81
Estimated Total Cost.......	$178,954.31
County Advance Deposit of 20%	$ 35,800.00

Please make this deposit by means of a check or warrant in the amount of $35,800 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of the deposit a contract will be awarded.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

Rcvd.
11/12/59
523-1087
Cnt # 5563

JFH:mm

RECEIVED
DEC - 9 1959
FOR FILING

X-182 (1)
5563

November 12, 1959

Durbin Brothers
Route 5, Box 490
Eugene, Oregon

Gentlemen:

The State Highway Commission on November 5, 1959 accepted your proposal for structures, grading and oiling on the South Unit, Westfall-Harper Section of the Westfall-Harper County Road in Malheur County for the sum of $157,870.80 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled.

Those conditions have now been satisfied and the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. The project has been assigned Contract No. 5563.

This letter confirms my wire to you of this date. Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
November 12, 1959

Durbin Brothers,
Route 5, Box 490
Eugene, Oregon

Contract for structure, grading and oiling on the South Unit, Westfall-Harper Section of Westfall-Harper County Road, Malheur County for which you submitted low bid on November 3, 1959 awarded you today. Contract forms follow shortly.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Confirmation
Accounting (5003-900)
Files
Lee Gatlin

A

RECEIVED
OV 16 1959
FOR FILING
8-182(1)
5563

Salem, Oregon
November 12, 1959

Finance #380

FAS Project Agreement
Malheur County

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of an agreement with Malheur County covering the Westfall-Harper Section of FAS 525 in Malheur County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Malheur County.

Secretary

rn
Attach: 1

FORM E-30 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 30, 1959

SUBJECT: FAS Project Agreement
Malheur County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Westfall-Harper Section of FAS 525 in Malheur County. Two copies have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 4/16/59.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

APPROVED BY HIGHWAY COMMISSION
DATE 11-16-59 Min Page 27
Floyd Query
Secretary

RECEIVED
NOV 12 1959
FOR FILING

8-182 (1)

5563

November 12, 1959

County Court of Malheur County
Court House
Vale, Oregon

Gentlemen:

We are enclosing for the records and files of Malheur County a fully executed cooperative construction agreement between the State Highway Commission and Malheur County covering the Westfall-Harper Section of FAS 525 in Malheur County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
OCT 26 1959
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

S. 182(1)

5563

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 23, 1959

Mr. L. V. Chausse, Division Engineer
Union Pacific Railroad Company
Pocatello, Idaho

Dear Sir:

We are mailing under separate cover a copy of the Special Provisions and plans for structure, grading and oiling work on the South Unit, Westfall-Harper Section of the Westfall-Harper County Road in Malheur County, bids for which are to be received in Salem on November 3, 1959.

In general, the work does not conflict with railroad facilities except for grading, surfacing and oiling work on existing roadway crossings of your spur track at Highway Station 643+20, main tracks at Station 643+90 and siding at Station 644+05 as shown on sheet No. 12 of the plans.

Provisions call for the contractor to protect your Company's tracks, facilities, communication lines and any other property of your Company which might be damaged by the contractor's operations as set forth in the insert "Relations With Railroad Company"; also, the contractor is to furnish protective and liability insurance of the kinds and in the amounts indicated on page 31 of the Special Provisions.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

cc: G. S. Paxson
J. W. DeSouza

[illegible]

RECEIVED
OCT 23 1959
FOR FILING

2.112(1)
5563

October 23, 1959

Mr. C. D. Lisher
Superintendent
Union Pacific Railroad Company
Pocatello, Idaho

Dear Sir:

This is to acknowledge and thank you for your letter of October 20 giving permit of entry to do such work as is necessary in the resurfacing of the Malheur County road which crosses your tracks at Mile Post 42.16, Oregon Eastern Branch near Harper.

I will appreciate anything you can do to expedite the preparation of the agreement covering the crossing so that the entire matter can be completed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. R. M. Brown
Union Pacific Railroad Company Portland

Judge G. Y. Chester
Malheur County, Vale

Mr. W. C. Williams
Mr. C. G. Swenson

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

C. B. LISHER
SUPERINTENDENT

POCATELLO, IDAHO

October 20, 1959

File: 323

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

With reference to my letter October 1, replying to your letter July 7 regarding secondary road project in Malheur County which would involve paving the road crossing at Mile Post 42.16, Oregon Eastern Branch, Public road crossing at Harper, Oregon.

Inasmuch as this is an existing crossing which has been in use for many years, you may proceed with the work of re-construction at any time it is desired and the Railroad Company will submit an agreement for execution as soon as it can be processed.

Very truly yours,

C B Lisher
C. B. Lisher
Superintendent

cc: Mr. G. H. Chester
County Judge
Vale, Oregon

NOTED

RECEIVED

RECEIVED
OCT [illegible] 1959
STATE H[illegible]

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
E. G SWENSON

xxxxxxxxxxxxxxxxxxxxx

October 19, 1959

Malheur County Court

Courthouse

Vale, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the South Unit, Westfall-Harper Section of FAS 525 upon which bids will be received November 3.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to awarding of a contract. The estimated total cost of this project, including engineering and contingencies, is $231,000; however, the low bid received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest, with seal, and return both signed copies of the agreement to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the county's records. The signed agreements should be mailed so as to arrive in Salem not later than October 30.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

RECEIVED
59
FOR FILING

When replying, refer to:
08-35.3

S-182(1)
5563

408 State Highway Building
Salem, Oregon

October 9, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon FAS Program
Item No. 302, Project S-182(1)

Dear Sir:

Reference is made to Mr. Porter's request for individual project program change, Form PR-9, concerning the subject project, dated October 8, 1959. This project was originally approved in Stage 2 as Item 302, FAS Program Supplement No. 29 effective February 8, 1955.

The requested revision is approved, effective October 9, 1959, as proposed in the above Form PR-9 and as described in the accompanying Form PR-1 and project location sketch map, subject to the following comments:

Two bridges to remain in service have horizontal clearances which are less than the traveled roadway width on approaches. It is noted that you propose to sign the Malheur River Bridge for one-way traffic and 9 ton gross weight limit. Our approval of this project is given with the understanding that adequate signing and bridge protection will be provided for both bridges in accordance with the provisions of PPM 40-2 for bridges to remain in place.

It is noted that this project contains two substandard horizontal curves in Harper. Your justification, on the back of Form PR-1, of the exception to the minimum design standard appears reasonable and adequate. The proposed protection for the railroad grade crossing in Harper appears adequate in accordance with the provisions of PPM 21-10 in view of the relatively low traffic and since the railroad involved is a branch line with no high speed trains.

Very truly yours,

C. G. Polk
Division Engineer

By:

R. H. Cowan
Acting Division Engineer

NOTED
FORREST COOPER

NOTED
Harold C. Ayers
10-7-59

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County & City Relations Division

Federal Aid Project No. S-182(1)

Name of Project South Unit, Westfall-Harper Section, FAS 525

NOTED
V. R. JONES

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights of way or rights of entry for the above-referred to Federal Aid Project have been secured.

Dated at Vale, Oregon, this 7 day of Oct, 1959.

Malheur County Court

G.Y. Chester
Judge

G.A. Cleaver
Commissioner

Commissioner

NOTED
John F. [illegible]

Copy to R/W
10/19/59

RECEIVED
OCT 15 1959

NOTED
[illegible]

October 5, 1959

NOTED
Harold C. Ayers

Hon. G. Y. Chester
Malheur County Judge
Courthouse
Vale, Oregon

NOTED
V. R. JONES

NOTED
John F. Hagemann

Dear Judge Chester:

Enclosed are four copies each of two option forms covering easements as required for ditch and road approach construction in connection with the South Unit, Westfall-Harper Section of FAS 525.

Also enclosed are one print of a right-of-way map upon which the easement areas are shown in yellow and a set of preliminary plans for the project.

Please advise this office when the easements have been obtained and if there are any provisions of the easements which would affect our construction.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

October 2, 1959
Salem, Oregon

SUBJECT: Options
S. Unit, Westfall-Harper
Westfall-Harper County Rd.

To:
C. G. Swenson
County - City Relations Engr.
OFFICE

Attached you will find two original option forms in quadruplet covering proposed ditch easements and one roadway easement. The option forms may not be applicable for the County's need, but to be consistant we have typed these descriptions on the County option form. Perhaps, the County may only wish to acquire construction easements for the placement of the irrigation ditch, especially if only one owner is involved in the use of this ditch, or perhaps the County will wish to take easements direct in the name of the Ditch Company, with the Highway Department having the right to so construct or reconstruct the ditch, but not thereafter maintain. We have been considering an option or permit as sufficient temporary easement for the construction of owners ditch or roadway.

These descriptions are adjacent to the right of way, option forms for which were previously forwarded to you under our numbers 30426 and 27. When the final papers or documents is obtained on these easements, we would like to have a copy of the same so that the Highway Engineers will know the conditions, if any, on the transaction.

One print of the section of the map in question is being forwarded under separate cover on which we have outlined these proposed easements in yellow.

30529-	Robert J. Hart	0.35	acre	p-1
		0.45	"	p-2
		0.42	"	p-3
30530-	Leonard W. & Viola G. Ruckman	0.06	"	p-1
		0.06	"	p-2
		0.02	"	p-3

Earl F Saling
EARL F. SALING
Right of Way Office Manager

EFS:blr
enc. 2 option forms

cc: A. F. Parson
K. A. Chatwood

RECEIVED
OCT 2 1959
ENGINEER
COUNTY & CITY RELATIONS

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

C. B. LISHER
SUPERINTENDENT

POCATELLO, IDAHO

October 1, 1959

Mr. W. C. Williams
State Highway Engineer
Oregon Highway Department
Salem, Oregon

Attn: Mr. G. S. Paxson

Dear Sir:

In reply to your letter July 7 to Mr. G. H. Baker, regarding secondary road project in Malheur County, which would involve paving the road crossing at Mile Post 42.16 Oregon Eastern Branch, Public road crossing at Harper, Oregon.

A check of our records show this is an existing public crossing over and across the Railroad right of way, which is owned by the Oregon-Washington Railroad and Navigation Company. It is our understanding that Malheur County is required to secure the necessary right of way for the road, with the State of Oregon Highway Department providing the supervision and construction.

I am submitting this date an application to the management for an agreement for a 60' right of way over and across the Oregon Eastern Branch at existing public crossing Mile Post 42.16. This agreement will be between the County of Malheur for future maintenance and allowing the Oregon State Highway Department to proceed with the construction.

Very truly yours,

C. B. Lisher
Superintendent

RECEIVED
OCT -5 1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED

RECEIVED
OCT 5 1959
OREGON
STATE HIGHWAY COMMISSION

NOTED
P. M. STEPHENSON

FORM E 129

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

September 18, 1959

RECEIVED
SEP 1[illegible] 1959
ENGINEER
COUNTY & CITY RELATIONS

Land Office
Bureau of Land Management
U. S. Dept. of the Interior
809 N. E. Sixth Avenue
Portland 12, Oregon

File No. 30434 - Right of Way
South Unit
Westfall-Harper County Road

Attention: Virgil C. Seiser, Manager

Gentlemen:

NOTED
John F. Hagemann

Enclosed you will find one tracing and five prints thereof, showing the right of way desired by the State of Oregon, by and through its State Highway Commission, in:

T. 19 S., R. 41 E., W. M., Malheur County,
Sec. 11: SW$\frac{1}{4}$;
14: E$\frac{1}{2}$W$\frac{1}{2}$, W$\frac{1}{2}$SE$\frac{1}{4}$;
23: NE$\frac{1}{4}$NW$\frac{1}{4}$, W$\frac{1}{2}$NE$\frac{1}{4}$, N$\frac{1}{2}$SE$\frac{1}{4}$;
25: NW$\frac{1}{4}$NW$\frac{1}{4}$

for the widening and relocating of the South Unit of the Westfall-Harper County Road, Oregon Federal Aid Route 525, Project FAS-182. There is no merchantable timber on the land described above.

There are enclosed three copies of a stipulation regarding non-discrimination. Also shown on the enclosed map is the material source in Sections 10, 11, 14 and 15, for which the State made application on July 31, 1959. Please see the note on our map regarding the existing fencing southerly of the relocated centerline. It may be that, in this reconstruction, none of the fencing will have to be moved, in which case the State and/or County will allow the fencing to remain on the right of way. The State will either accept the decision with a stipulation to that effect, or will give the government or the lessees of the adjacent land a permit for said fencing encroachment. If the fence has to be relocated, the State or the County will stand this expense.

The State of Oregon, by and through its State Highway Commission, hereby makes application for this land under Section 317, Public Law 85-767 (72 Stat. 916), approved August 27, 1958. In accordance with the regulations under Title 43, the State of Oregon is making this application on behalf of the County of Malheur.

Inasmuch as the contract for this project is scheduled for an early letting, we would appreciate anything that could be done to expedite the processing of this application. When you have determined that the above-described land is unpatented public domain, will you please sign the certificate on the map and return one approved print to this office. We will expect your decision when the necessary field reports have been received in your office.

Very truly yours,

G. E. ROHDE
Assistant Counsel

EFS
sm
Encl: 2 cc letter, 1 tracing
5 prints, 3 copies stip.

cc/ Bureau of Public Roads (2)
2 prints, 2 copies stip.
cc/ County-City Relations Eng. (2)
2 prints
cc/ Div. Engr., A. F. Parson
with 2 prints

STATE OF OREGON)
) ss.
County of Marion)

I, W. C. Williams, being duly sworn, state that I am the chief engineer for the OREGON STATE HIGHWAY COMMISSION, hereinafter designated the "applicant", that the survey of the right of way of the Westfall-Harper County Road, from its junction with the Central Oregon Highway, thence northerly a distance of approximately 8 miles, was made under my direction as chief engineer of the applicant, commencing on the 2nd day of May, 1959, and ending on the 10th day of July, 1959, and that a portion of such survey is accurately represented on this map.

OREGON STATE HIGHWAY COMMISSION, Applicant
By
W. C. Williams, Chief Engineer

Sworn and subscribed to before me this 15th day of Sept., 1959.

Floyd A. Query
Notary Public for Oregon
My Commission expires: April 19, 1961.

I, Floyd A. Query, do hereby certify that I am the secretary of the OREGON STATE HIGHWAY COMMISSION, hereinafter designated the "applicant"; that W. C. Williams, who subscribed the foregoing affidavit, is the chief engineer for the applicant; that the survey of the right of way of the Westfall-Harper County Road, a portion of which is accurately represented on this map, was made on behalf of the County of Malheur; that such survey was approved by the County of Malheur as the approximate final location of the right of way of the Westfall-Harper County Road, from its junction with the Central Oregon Highway, thence northerly a distance of approximately 8 miles; and that the map has been prepared to be filed for the approval of the Secretary of the Interior, in order that the applicant may obtain the benefits of Section 317, Public Law 85-767 (72 Stat. 916) approved August 27, 1958.

OREGON STATE HIGHWAY COMMISSION, Applicant
By Floyd A. Query
Floyd A. Query, Secretary

S. U

S

CERTIFICATE

I hereby certify that the following described lands are as of this date unpatented Federal Lands

T. 19 S., R. 41 E., W.M. - Sec. 11 - SW^4.
" " " " 14 - E^{2}W^2, W^{2}SE^4.
" " " " 23 - NE^{4}NW^4, W^{2}NE^4, N^{2}SE^4
" " " " 25 - NW^{4}NW^4.

Signed at Portland, Oregon this ___________ day of _______________ 1959.

____
Manager

T19S, R 41E, WM
88-15 13
200'
To Westfall

File No. 30434

OREGON STATE HIGHWAY DEPARTMENT

Filing Map For

RIGHT OF WAY

From

U.S. GOVERNMENT

S. UNIT, WESTFALL-HARPER SECTION

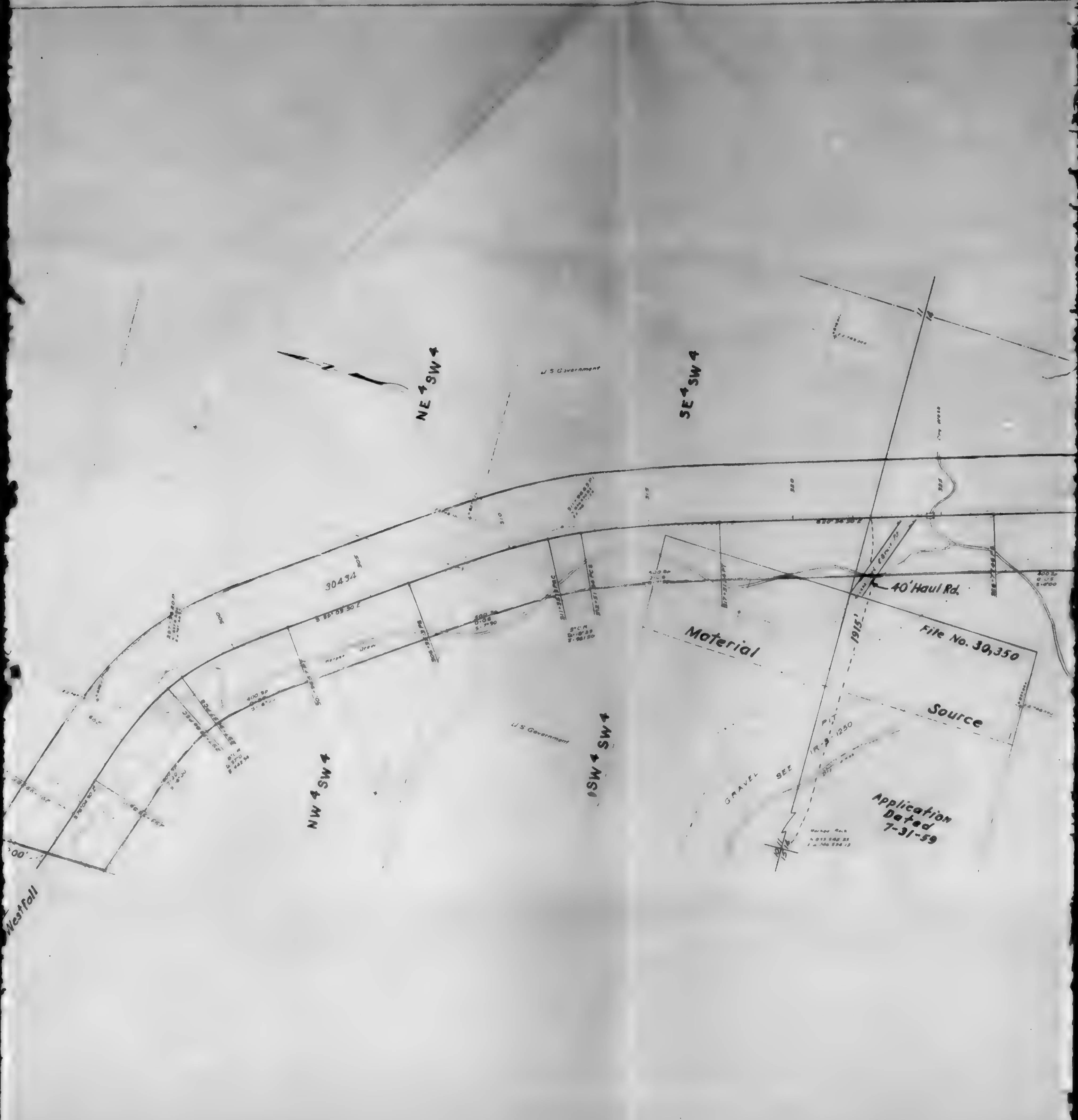
WESTFALL - HARPER COUNTY ROAD

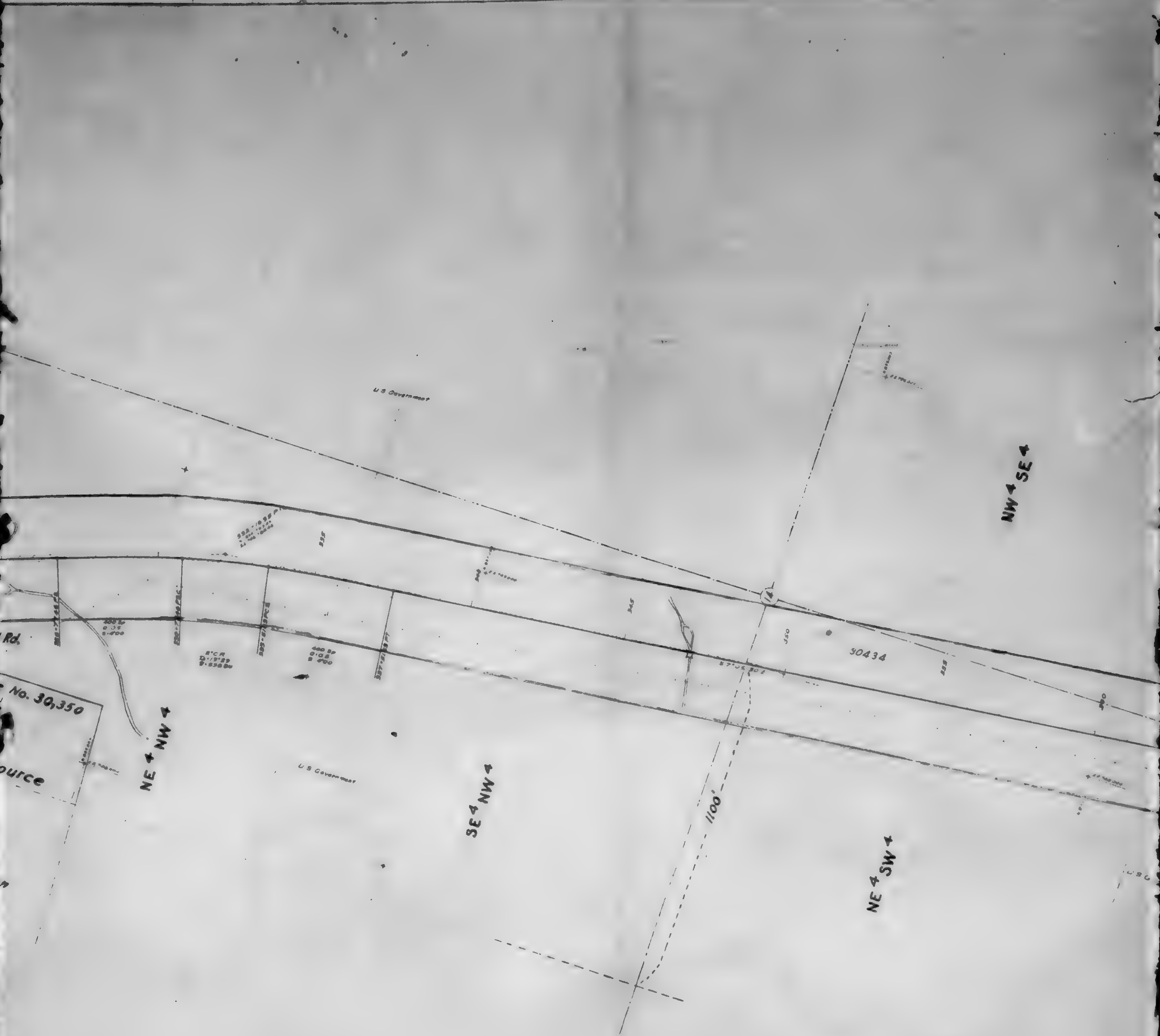
MALHEUR COUNTY

Scale: 1" = 400'

Sept., 1959

DRG. NO. 10C-37-5


NE 1/4 SW 1/4
U S Government
SE 1/4 SW 1/4
11
14
30434
300
310
315
320
325
40' Haul Rd.
Material
File No. 30,350
1915'
Source
U S Government
NW 1/4 SW 1/4
SW 1/4 SW 1/4
GRAVEL
Application
Dated
7-31-59
Westfall


U S Government
NW 4 SE 4
U Rd.
No. 30,350
ource
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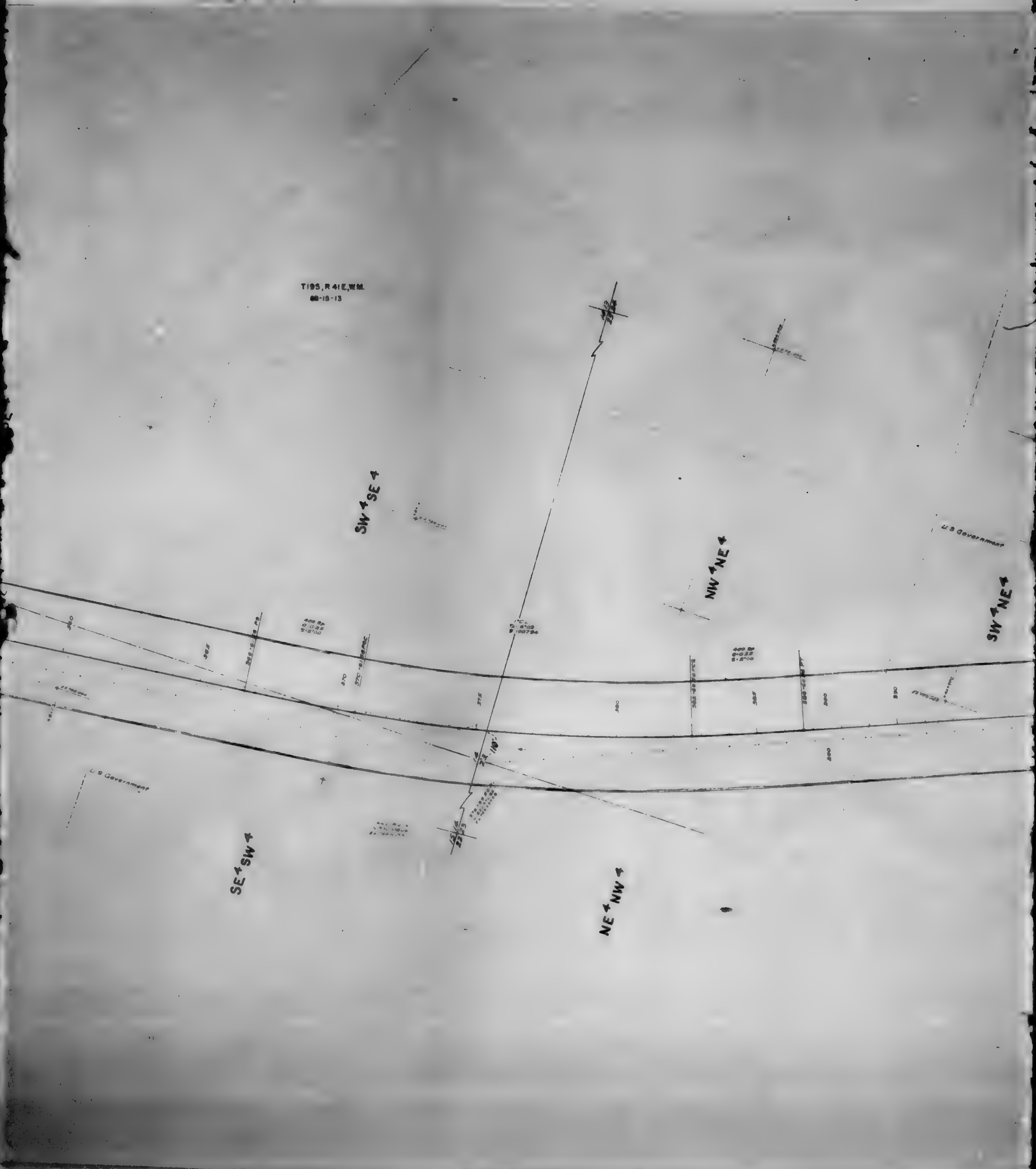
2°CR
U S Government
SE 4 NW 4
14
350
30434
1100'
NE 4 SW 4
U S G


T19S, R41E, W.M.
88-18-13
SW¼ SE¼
NW¼ NE¼
SW¼ NE¼
SE¼ SW¼
NE¼ NW¼
U S Government
U S Government
400 Sp
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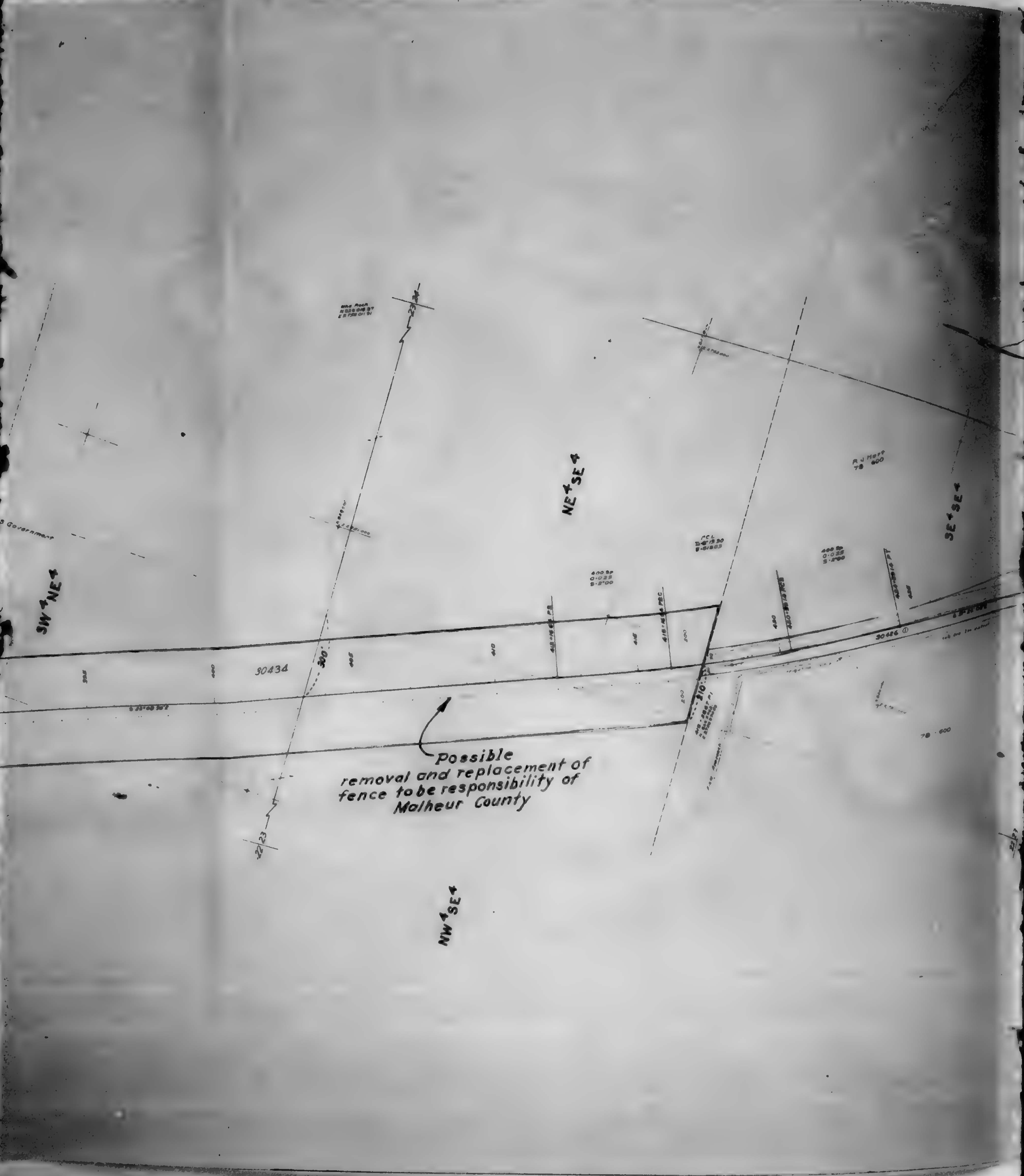
S-2°00
365
370
375
380
385
390
395
400
11°
14 23
15 14
22 23


23|24
SW¼ NE¼
NE¼ SE¼
SE¼ SE¼
NW¼ SE¼
S Government
P.C.L.
400 Sp
0.025
S-2°00
78 600
30434
300'
210'
30426 ①
400
410
22|23
22|23

Possible removal and replacement of fence to be responsibility of Malheur County

T19S, R 41E, WM
N
U S Government
NW 4 NW 4
R J Hart
78 600
SE 4 SE 4
400 Sp
G-028
S-2'00
30434
675
30426 ②
30426 ①
S 81° 23 00 E
S 37° 19 00 E
2324
2625
R J Hart
94 4 4
NE 4 NE 4
78 600
R J Hart
94 313
6"C.L.
CANAL
VALE
To Harper
2223
2726

NOTED
V. R. JONES

NOTED
C. G. SWENSON

September 2, 1959

NOTED
Harold C. Ayers

Hon. G. Y. Chester
Malheur County Judge
Courthouse
Vale, Oregon

Dear Judge Chester:

Enclosed are seven option forms in quadruplet covering the right-of-way to be acquired for the South Unit, Westfall-Harper project on FAS 525. Also being forwarded under separate cover are three prints each of two right-of-way maps of this project.

When the County has completed negotiations for the required right-of-way for this project, please advise this office by signing and forwarding two copies of the enclosed right-of-way certificate. We should also be advised of the conditions, if any, which would affect the construction project.

Very truly yours,

W. C. Williams
State Highway Engineer

NOTED
John F. Hagemann

By

C. G. Swenson
Engineer, County and City Relations

CGS:mm
Encl.

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County & City Relations Division

Federal Aid Project No. S-182 (1)

Name of Project S. Unit, West Fall-Harper Sec. FAS 525

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights of way or rights of entry for the above-referred to Federal Aid Project have been secured.

Dated at ____________________, Oregon, this ________ day of ____________________, 195_.

________________ County Court

____
Judge

____
Commissioner

____
Commissioner

RECEIVED
AUG 10 1959

S-182(1)
5563

RECEIVED
AUG 7 - 1959
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
August 7, 1959

To: Mr. Tom Edwards
OFFICE

SUBJECT: South Unit, Westfall-Harper Section
FAS 525, Malheur County

Based on a preliminary review of the subject named project with the B.P.R. and a subsequent meeting with the Malheur County Court, the following revisions in the project as submitted from the field are to be made:

(1) The section between Stations 430 and 454 will be constructed on the L^2 line which involves a new bridge over the Vale Irrigation Canal. The new bridge will have a 24' roadway. The existing bridge will carry traffic during construction and the county will remove same after the new structure is open to traffic. This will eliminate a 26° and a 20° curve which would be required to meet the existing bridge as originally requested by the county. The field data includes a vicinity map for this canal crossing and this should be submitted to the bridge division to permit designing of the bridge as soon as possible.

(2) The bridge at Station 61+50 over an irrigation ditch will remain in place. It has an 18' wide roadway.

(3) The bridge over the Malheur River will remain in place until such time as the county can finance its replacement. This structure has a 14'-10" wide roadway and an H-6 capacity rating. It will be signed for one-way traffic and an 8-ton load limit unless more recent data than contained in the county road bridge log is available and indicates a revision in the H-rating is in order.

(4) The 85° and 30° curves in Harper proper will be acceptable as they are at platted street intersections and any correction would involve extensive revision of community buildings including the school.

(5) As the cost of the new structure is to be included in the project, the over-all project length will be reduced to approximately 6 miles in order that the total cost will approximate the available FAS funds (presently estimated to be $235,000). This will set the northerly project limits at Station 355+/-. The southerly limit will remain at the junction with the Central Oregon Highway.

(6) Right-of-way descriptions should be prepared as soon as possible to provide the county with ample time to negotiate the required right-of-way. The descriptions could extend beyond the new project limits as the county plans to extend this construction to Westfall as funds become available.

(7) Other existing small timber structures shown in the field data will fall outside the new project limits.

10/1/59 Brown of U.P. phoned that agreement re grade crossing would be delivered to us in a few days. JFH

John F. Hagemann
John F. Hagemann
Assistant County & City Relations Engineer

TED
SON

JFH:mm
cc: G. S. Paxson
Ivan Merchant
V. G. O'Neil
Frank Hall
Vic Wolfe

NOTED

MEMO TO J. W. NASH
8/7/59

FAS 525, MALHEUR COUNTY

TERMINI: From approximately five miles northwest of Harper, southerly to FAP 31. (S. Unit, Westfall-Harper Section)

PROPOSED WORK: Grade, drain and construct two-lane intermediate type surface and one concrete bridge.

PROJECT LENGTH: 6.0 miles

COSTS	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION:	$235,000	$141,000	$47,000	$47,000	(County)

EXISTING FACILITY:

ROADWAY: 10' to 24' light gravel wearing surface on 16' to 24' wide roadway. Sections of stustandard grade and alignment.

STRUCTURES: Malheur River Bridge - 233' long steel thru and pony trusses. H.C. - 14'-8", H - 6. This bridge has several years of useful service left and it is proposed to leave it in place until the county is financially able to replace it. It will be signed for one-way traffic and posted for 9 - ton.

IRRIGATION CANAL: (1 mile from junction FAP 31) 45' long untreated timber pile trestle bridge, H.C. - 19' - 6", H-15. Bridge to remain in place.

VALE IRRIGATION CANAL: (4.3 miles from junction FAP 31) 47' long untreated timber bridge on steel I-beams, H.C. - 15', H-15. Bridge is on poor horizontal alignment and will be replaced on an improved alignment.

ADJACENT SECTIONS:

North End: 10' to 16' light gravel wearing surface.

South End: Junction with FAP 31.

PROJECT DATA:

ROADWAY: Grade and drain to an improved grade and alignment, place base material, and construct a type O-11 oil mat wearing surface 20' in width with 2' shoulders.

STRUCTURES: Vale Irrigation Canal - Construct a reinforced concrete slab span 80' in length, having a horizontal clearance of 24'.

ROW WIDTH: 60' Minimum

MINIMUM DESIGN STANDARDS: One 85 degree horizontal curve at the intersection of A Street in Harper and a 30 degree curve at another platted street intersection in Harper. These two curves are in the developed area of the unincorporated village of Harper and result from following the platted streets. Any further correction of these curves would result in extensive damage to community buildings including the school. Speed in this area are restricted to 20 and 25 miles per hour by state law.

ACCESS CONTROL: None

RR XING:
Name: Union Pacific Railroad
Number of Tracks: Three
Number of Trains:
Sight Distance: Unrestricted
Vehicle Speeds: Motor Vehicles: Maximum 25 m.p.h.
Trains:
Group Priority:
R.R. Benefits:
Existing Protection:
Proposed Protection: Reflectorized X-bucks with advance warning signs.

SYSTEM ACTION: None Required
PUBLIC HEARING: None Required
UNUSUAL OR COMPLICATED SITUATIONS: None

FAS 525 serves the communities of Harper and Westfall and an irrigated farming area abutting the road. It is a mail and school bus route.

JFH:cg

FORM 6-129

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

NOTED
V. R. JONES

July 31, 1959

File No. 30350
Westfall-Harper Section
Westfall-Harper County Road
Material Source and Haul Road

Land Office
Bureau of Land Management
U. S. Department of the Interior
809 N. E. Sixth Avenue
Portland 12, Oregon

Attention: Virgil O. Seiser, Manager

Gentlemen:

Enclosed are one tracing and five prints thereof, showing a material source desired by the State of Oregon, by and through its State Highway Commission, in

T. 19 S., R. 41 E., W. M., Malheur County,
Sec. 10, SE¼SE¼SE¼;
Sec. 11, S½SW¼SW¼, W½SW¼SE¼SW¼;
Sec. 14, N½NW¼NW¼, W½NW¼NE¼NW¼;
Sec. 15, NE¼NE¼NE¼;

and a haul road across the E½NW¼NE¼NW¼ of Sec. 14, between the above-described material source and the Westfall-Harper County Road, Oregon Federal Aid Route 525, Project FAS-182. There is no merchantable timber on the land.

There are also enclosed three copies each of stipulations regarding non-discrimination and leasable minerals.

The State of Oregon, by and through its State Highway Commission, hereby makes application for this land under Section 317, Public Law 85-767 (72 Stat. 916), approved August 27, 1958. In accordance with the regulations under Title 43, the State of Oregon is making this application on behalf of the County of Malheur.

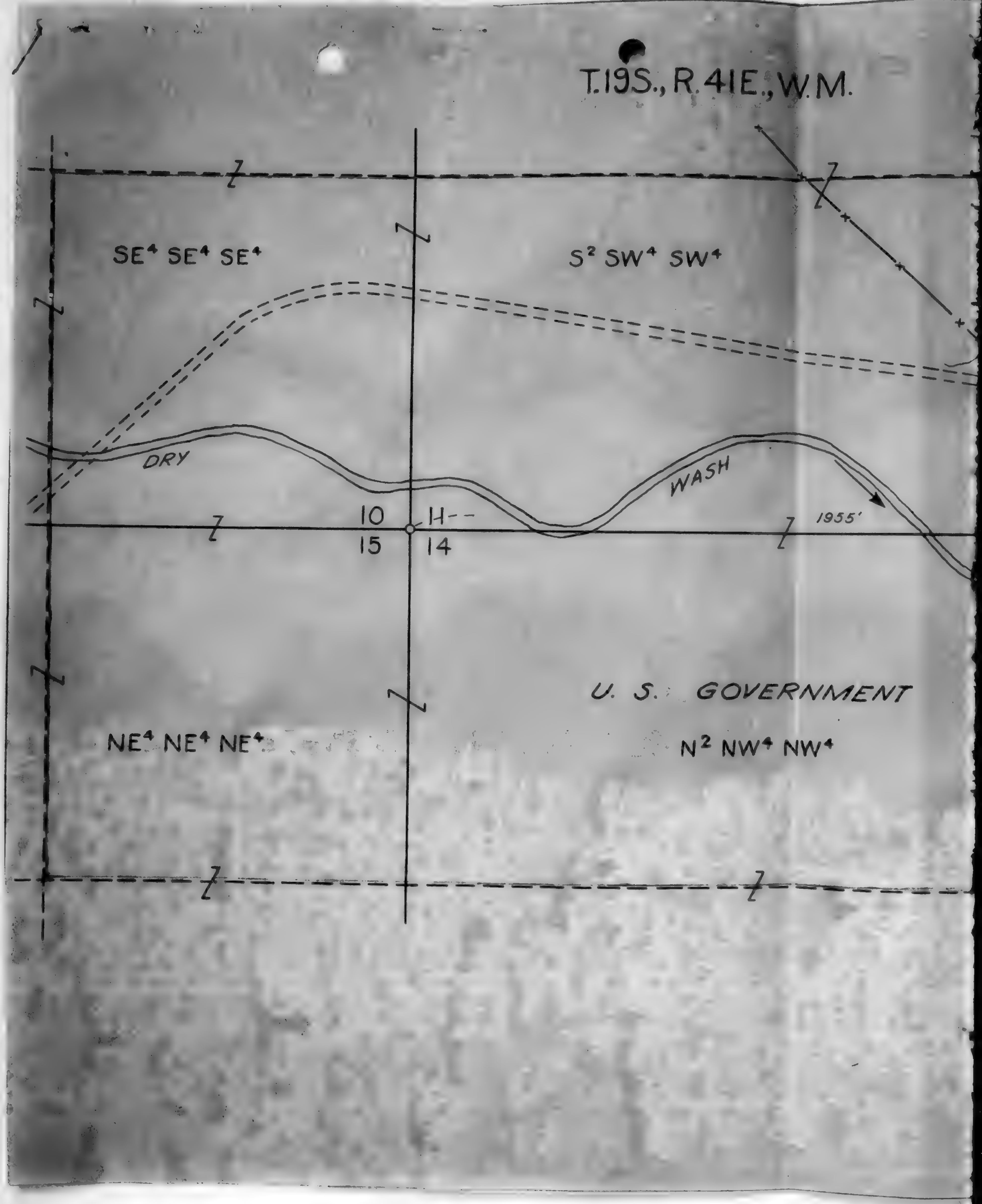
Inasmuch as the contract for this project is scheduled for an early letting, we would appreciate anything that could be done to expedite the processing of this application. When you have determined that the above-described land is unpatented public domain, will you please sign the certificate on the map and return one approved print to this office. We will expect your decision when the necessary field reports have been received in your office.

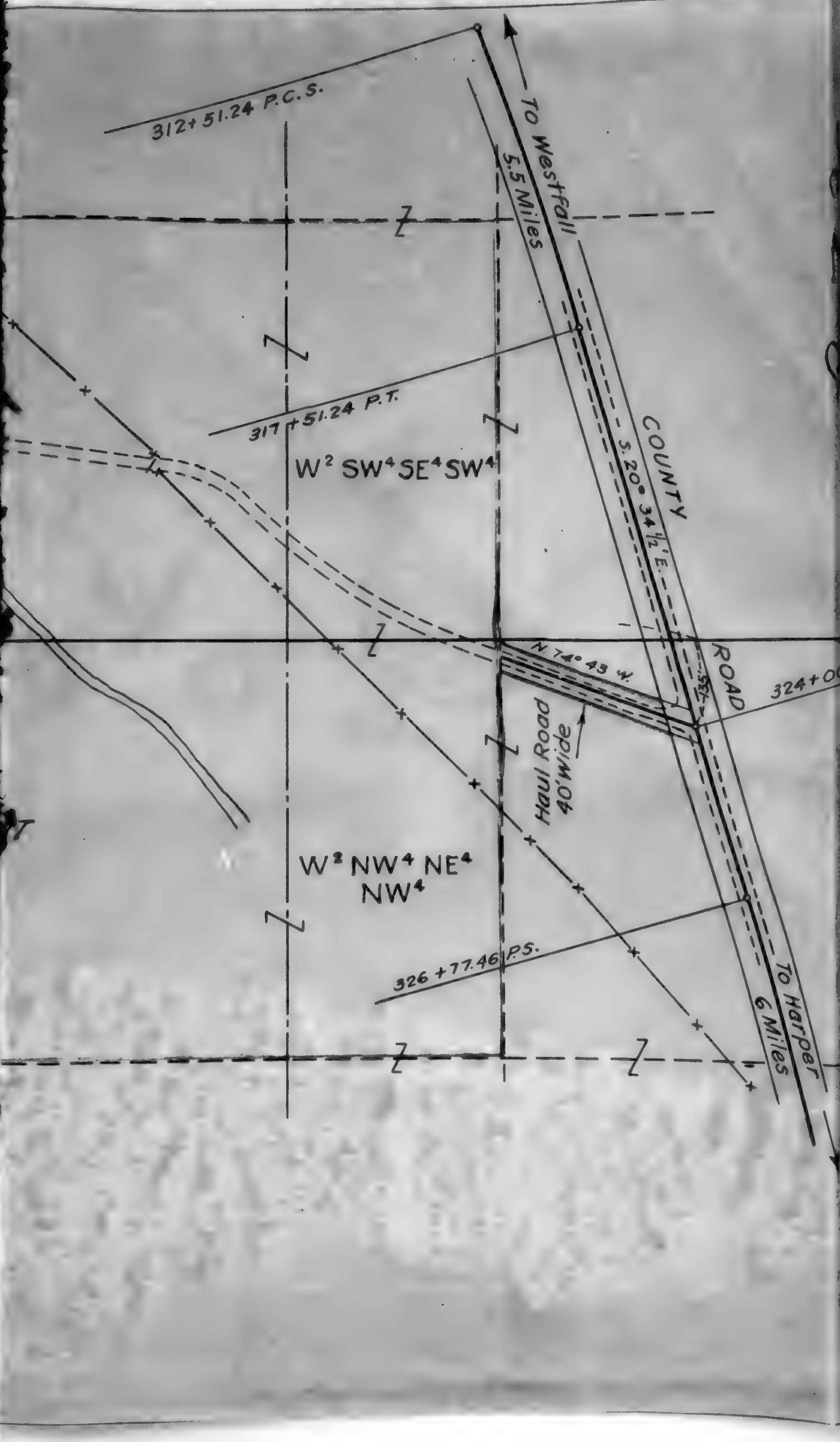
Very truly yours,

G. E. ROHDE
Assistant Counsel

EFS
WO:ls
Enc. 2 cc letter, 1 tracing,
5 prints, 3 copies stips.
cc: Bureau of Public Roads (2)
2 prints, 2 copies stips.
cc: City-County Relations Engr. (2)
2 prints
cc: Div. Eng. with 2 prints

Copy to County
8/5/59 FH


T.19S., R.41E., W.M.
SE⁴ SE⁴ SE⁴
S² SW⁴ SW⁴
DRY
WASH
10
11
15
14
1955'
U. S. GOVERNMENT
NE⁴ NE⁴ NE⁴
N² NW⁴ NW⁴


312+51.24 P.C.S.
To Westfall
5.5 Miles
317+51.24 P.T.
W² SW⁴ SE⁴ SW⁴
COUNTY
S. 20° 34½' E.
N. 74° 43' W.
ROAD
324+00.00 P.O.T.
Haul Road
40' Wide
W² NW⁴ NE⁴
NW⁴
326+77.46 P.S.
To Harper
6 Miles

CER

I hereby certify tha
are as of this date
T.19 S., R.41E., W.M
" " "
" " "
" " "
Signed at Portland,
of ______________

Fil

OREGON STATE
Fil

MATERIAL SOU

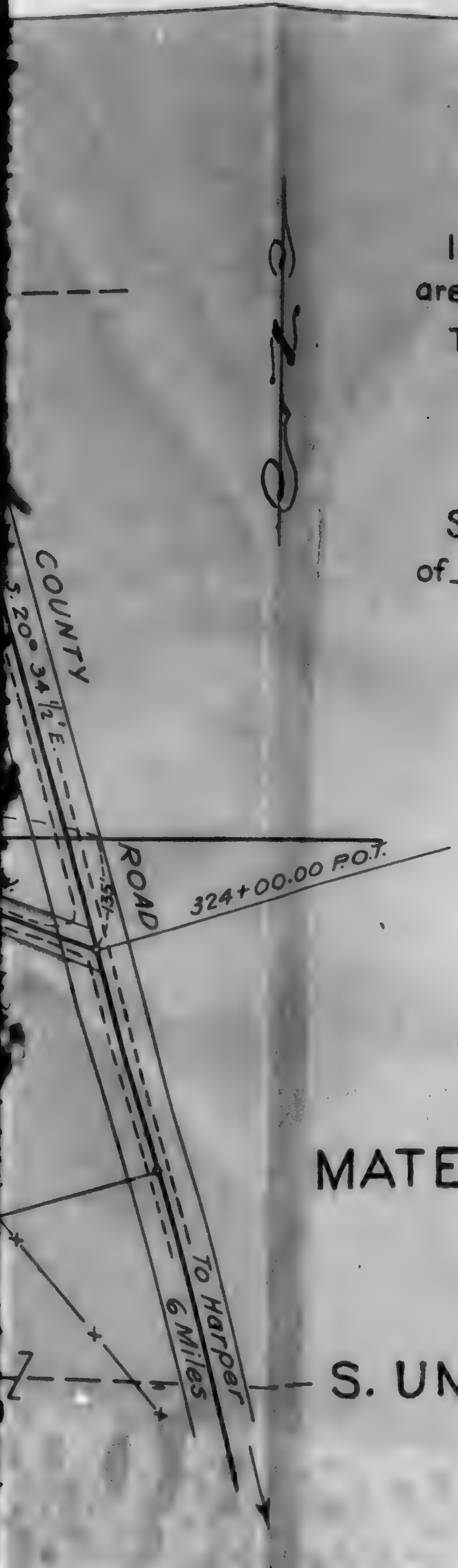
U.S.

S. UNIT, WESTF
WESTFALL

MALH

Scale: 1" = 200'

DRG



CERTIFICATE

I hereby certify that the following described lands are as of this date unpatented Federal Lands

T. 19 S., R. 41 E., W.M. - Sec. 10 - SE^4 SE^4 SE^4.
" " " " 11 - S^2 SW^4 SW^4; W^2 SW^4 SE^4 SW^4.
" " " " 14 - N^2 NW^4 NW^4; W^2 NW^4 NE^4 NW^4.
" " " " 15 - NE^4 NE^4 NE^4.

Signed at Portland, Oregon this __________ day of ______________ 1959.

____
Manager

File No. 30350

OREGON STATE HIGHWAY DEPARTMENT

Filing Map For

MATERIAL SOURCE AND HAUL ROAD

From

U.S. GOVERNMENT

S. UNIT, WESTFALL-HARPER SECTION
WESTFALL - HARPER ROAD
MALHEUR COUNTY

Scale: 1" = 200'

July, 1959

DRG. NO. 1R-3-1250

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AUG 12 1959

FOR FILING
2-162(1)

5563

R

July 24, 1959

Hon. G. Y. Chester
County Judge, Malheur County
Courthouse
Vale, Oregon

Dear Judge Chester:

In connection with the County FAS project known as the south unit of the Westfall-Harper County Road, we will be improving the crossing of the Union Pacific Railroad at Harper. There is some question as to the ownership of right of way across the railroad tracks. I had assumed that this was a county road in existence long before the railroad was built and that ownership lay with the County rather than with the Railroad Company. The Railroad Company now advises that its right-of-way maps indicate that the property is owned by the Railroad Company. It further advises that, if we are making improvements to the crossing including the oiling of the traveled way, it would be advisable to enter into an agreement with the Union Pacific Railroad Company.

Will you please advise what your records show as to the ownership of the right of way across the Railroad Company's tracks.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. C. G. Swenson

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

C. B. LISHER
SUPERINTENDENT

POCATELLO, IDAHO

July 21, 1959

File: 323

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Assistant State Highway Engineer

Dear Mr. Paxson:

In reply to your letter of July 7th relative to secondary road project in Malheur County which will involve paving of the grade crossing at Harper, Oregon on the Oregon Eastern Branch.

I am attaching two prints showing the existing County road crossing at Mile Post 42.16, Oregon Eastern Branch, Harper, Oregon. This particular crossing is No. 2L-42.2 and is under County jurisdiction. We have made a search of our files and are unable to find an agreement covering this crossing. Our right of way maps indicate the property is owned by the Oregon-Washington Railroad and Navigation Company, Union Pacific Railroad Company, lessee.

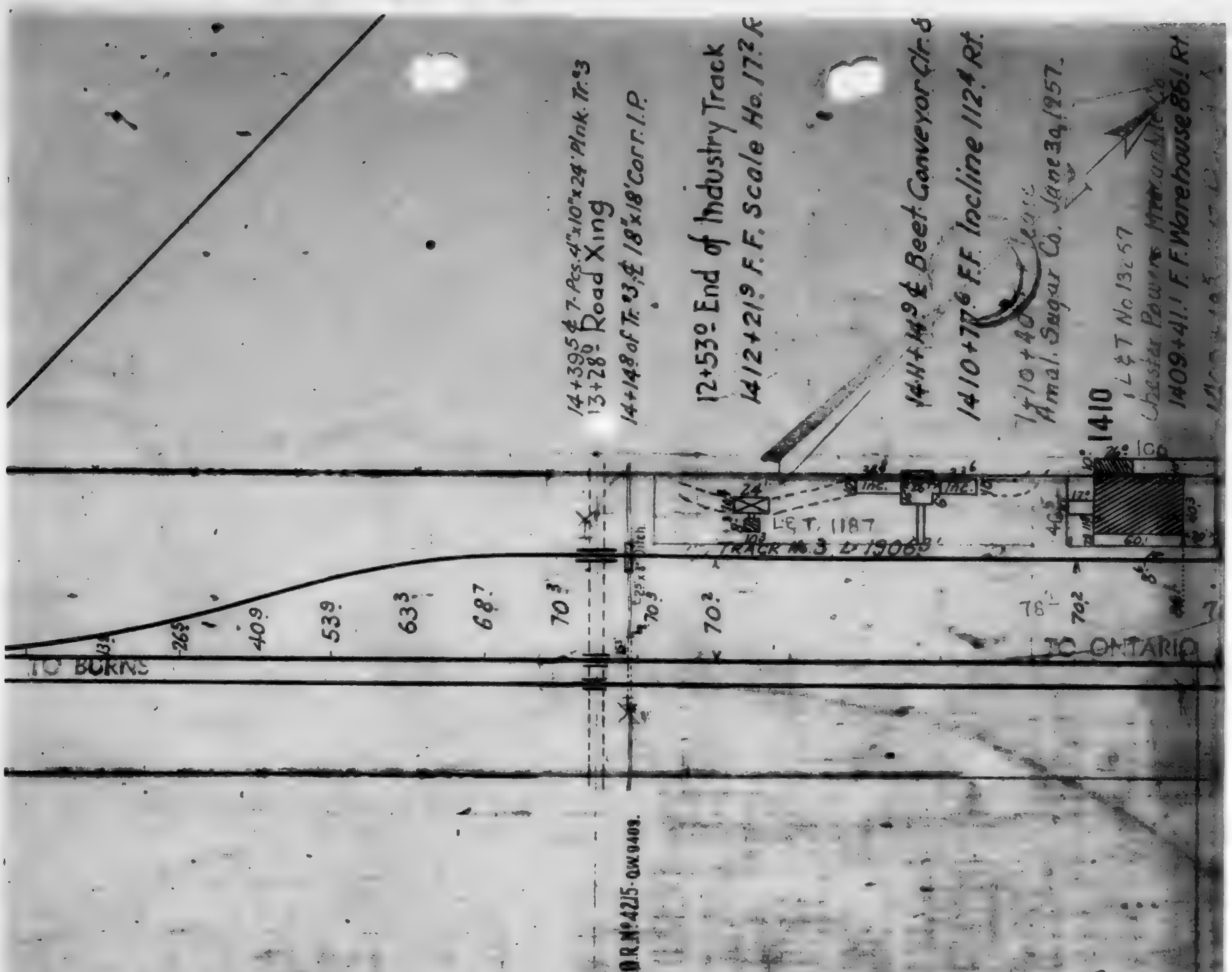
Should you desire to make general improvements to this crossing, including oiling the travel-way it might be advisable to enter into an agreement with the Union Pacific Railroad Company, State Highway Department and the County or Highway District having jurisdiction over this road.

Very truly yours,

C B Lisher
C. B. Lisher
Superintendent

JUL 23 1959

cc: Mr. R. M. Brown - Portland


14+39.5 ℄ 7-Pcs. 4"x10"x24' Plnk. Tr. 3
13+28.0 Road Xing
14+14.8 of Tr. 3, ℄ 18"x18' Corr. I.P.
12+53.0 End of Industry Track
1412+21.9 F.F. Scale Ho. 17.2 R
1411+14.9 ℄ Beet Conveyor Clr. 8
1410+77.6 F.F. Incline 112.4 Rt.
1410+40 Amal. Sugar Co. Lease June 30, 1957.
L&T No. 1357 Chester Powers Mercantile Co.
1409+41.1 F.F. Warehouse 86.1 Rt.
1410
L&T. 1187
TRACK No. 3
TO BURNS
TO ONTARIO
70.3
68.7
63.3
53.9
40.9
26.5
70.2
78
1413+06 ℄ 45'x18" Conc. Pipe 45' B.O.R.R. No 4215 - OW 9403.

OREGON-WASHINGTON R. R. & N. CO.
Union Pacific Railroad Co. (Lessee)

M.P. 42.16 Oregon Eastern Branch
HARPER, OREGON

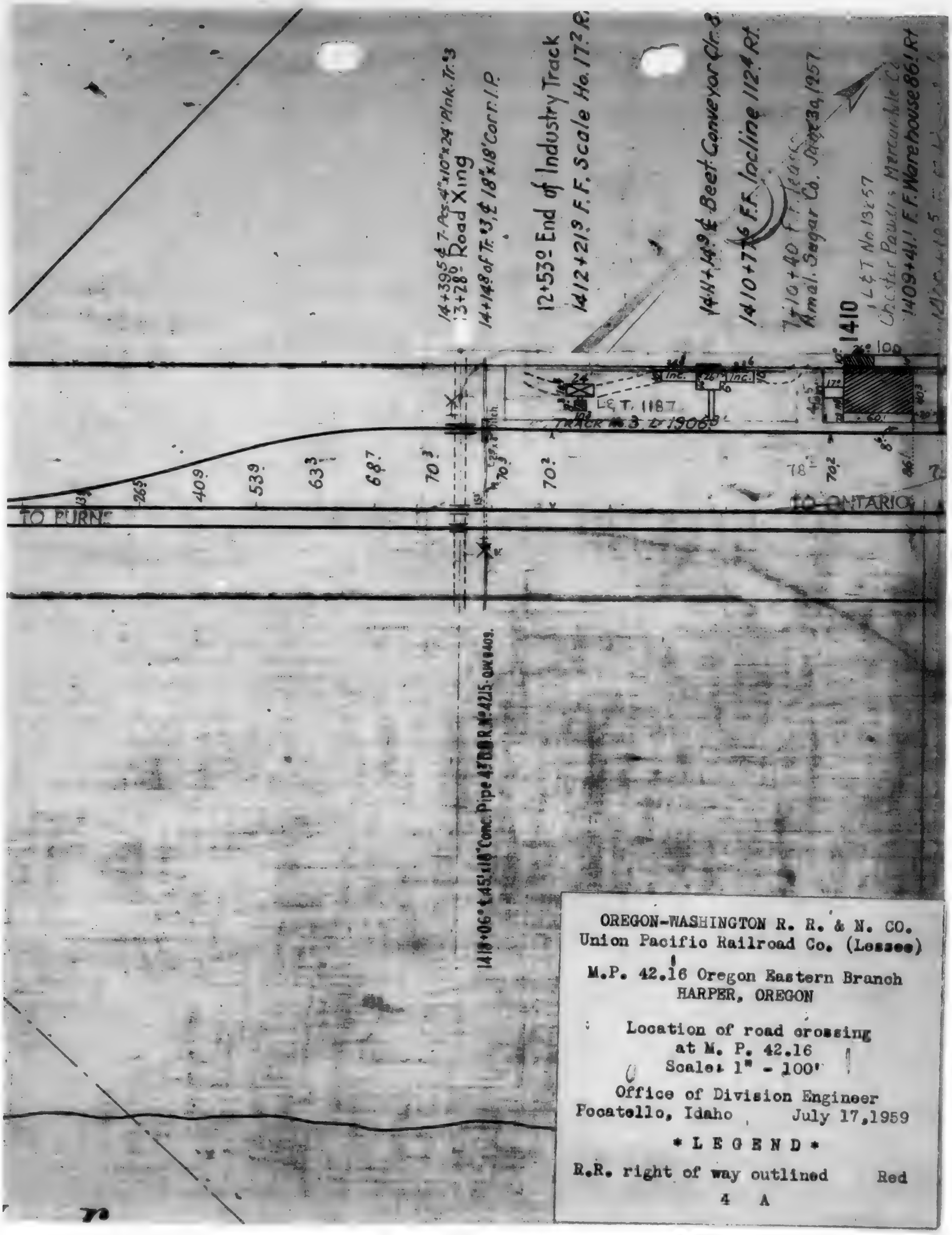
Location of road crossing
at M. P. 42.16
Scale: 1" - 100'

Office of Division Engineer
Pocatello, Idaho July 17, 1959

* L E G E N D *

R.R. right of way outlined Red

4 A


14+39.5 ℄ 7-Pcs. 4"x10"x24' Plnk. Tr. 3
13+28.0 Road Xing
14+14.8 of Tr. 3, ℄ 18"x18' Corr. I.P.
12+53.0 End of Industry Track
1412+21.9 F.F. Scale Ho. 17.2 Rt.
14 H+14.9 ℄ Beet Conveyor Clr. 8
1410+77.6 F.F. Incline 112.4 Rt.
Tr 10+40 F.F. Lease
Amal. Sugar Co. Sept 30, 1957
1410
L & T No 1357
Chester Powers Mercantile Co.
1409+41.1 F.F. Warehouse 86.1 Rt.
L & T. 1187
TRACK No. 3 L=1906
Inc.
Inc.
100
60
17.0
TO PURNE
TO ONTARIO
13.5
26.5
40.9
53.9
63.3
68.7
70.3
70.3
70.2
78
70.2
86.1
1418+06° ℄ 45'. 18" Conc. Pipe 4' B.B.R. No 4215. O.W. 8409.

OREGON-WASHINGTON R. R. & N. CO.
Union Pacific Railroad Co. (Lessee)

M.P. 42.16 Oregon Eastern Branch
HARPER, OREGON

Location of road crossing
at M. P. 42.16
Scale: 1" - 100'

Office of Division Engineer
Pocatello, Idaho July 17,1959

LEGEND

R.R. right of way outlined Red

4 A

7-15

R

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JUL [illegible]
FOR FILING

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ADDENDUM "B"
LOCATION PROSPECTUS
SOUTH UNIT, WESTFALL-HARPER SECTION
FAS 525 - MALHEUR COUNTY

The following addendum is submitted to revise the location prospectus concerning the above mentioned section:

Paragraphs 1 through 3: Correct as per original prospectus.

Paragraph 4: Change second sentence to read "This will be a Class "E-40" highway with a maximum grade of 5 per cent and a maximum curvature of 14 degrees except for two curves, one of 85 degrees and one of 30 degrees, in and adjacent to the town of Harper." instead of ".....Class "E-45" highway with a maximum grade of 4 per cent and a maximum curvature of 11 degrees."

Paragraph 5: Change to read "The estimated rise and fall and the central angle of the proposed alignment are 396 feet and 464 degrees respectively. The existing facility has a rise and fall of 430 feet and a central angle of 885 degrees." instead of "....rise and fall and central angle of 350 feet and 360 degrees respectively. The existing ...... rise and fall of 375 feet and a central angle of 560 degrees."

Paragraph 6: Delete last sentence and substitute the following: "Two-foot shoulders will be used instead of four-foot shoulders. The 85-degree curve and the 30-degree curve are substandard and will be appropriately marked with adequate warning signs."

Paragraphs 7 through 10: Correct as per original prospectus.

July 15, 1959

Attachment: Correct as per original prospectus.

cc W. C. Williams
Forrest Cooper
G. S. Paxson ✓
Tom Edwards
A. F. Parson (2)
Kevin Laughlin
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan D. Merchant
J. W. Nash
C. G. Polk
R. L. Porter
C. G. Swenson
Walter T. Wright

NOTED
G. S. PAXSON

RECEIVED
JUL 16 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL - 8 1959
FOR FILING

A182(1)

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July 7, 1959

Mr. G. H. Baker
Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Dear Sir:

This fall we will have a secondary road project in Malheur County which will involve paving of the grade crossing of your Burns Branch at Harper. I have informally discussed this with the P.U.C. In view of the fact that we are not making any change in location or angle, a P.U.C. hearing will not be necessary. Truffic is so light, both on the railroad and the highway, that flashing light signals do not appear warranted.

There is some question as to the ownership of the right of way across the tracks, and I would appreciate advice as to what your records show. I am attaching a print from a drawing entitled "Vicinity Map of Railroad Grade Crossing, South Unit Westfall-Harper Section", dated June 1959, and a print from the profile of the railroad and highway.

Very truly yours,

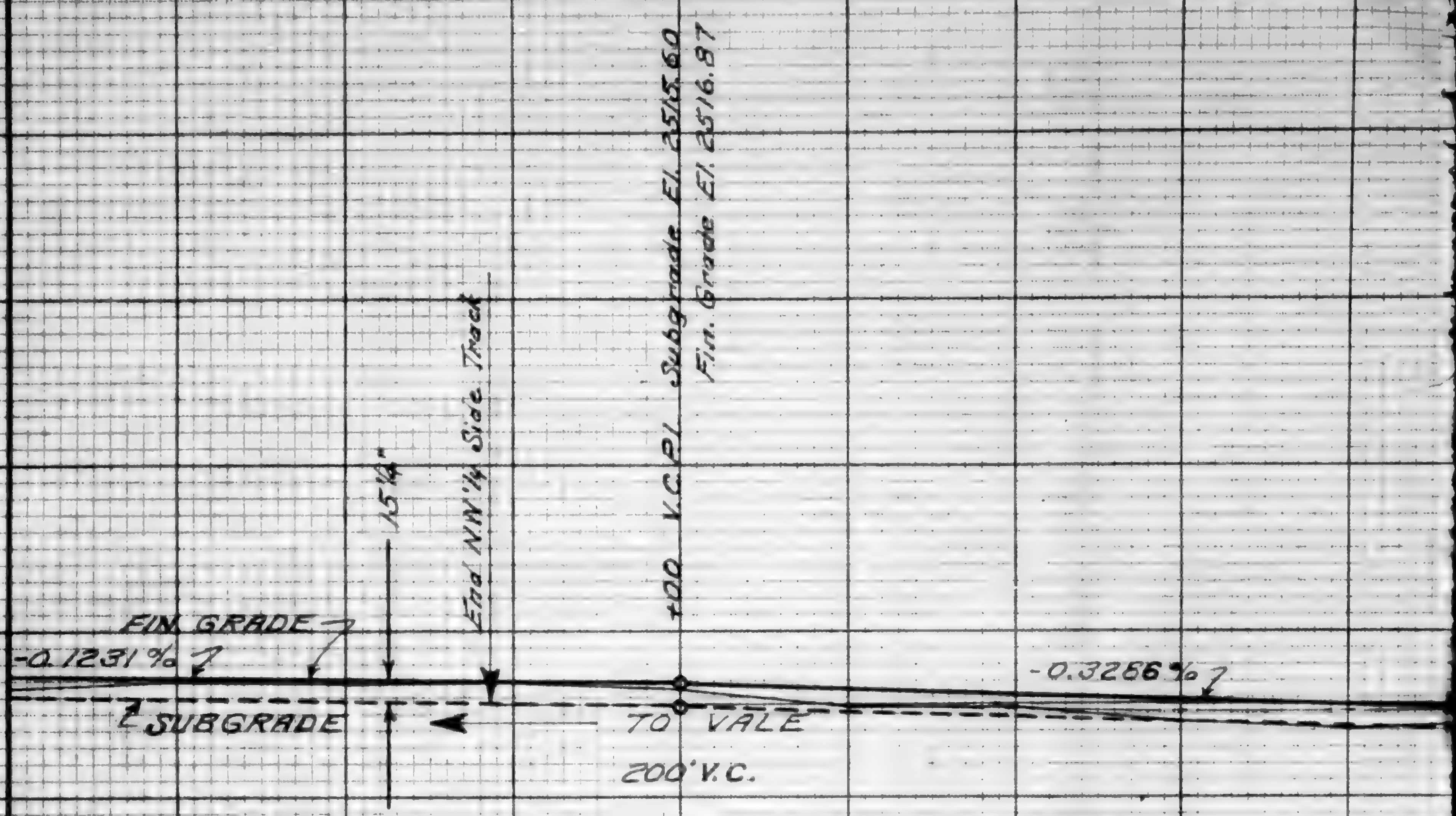
W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.
GSP:gm
cc Mr. R. M. Brown

Mr. W. C. Williams


+00 V.C.P.I. Subgrade El. 2515.60
Fin. Grade El. 2516.87
End N.W.¼ Side Track
15½"
FIN. GRADE
-0.1231 %
-0.3286 %
℄ SUBGRADE
TO VALE
200' V.C.

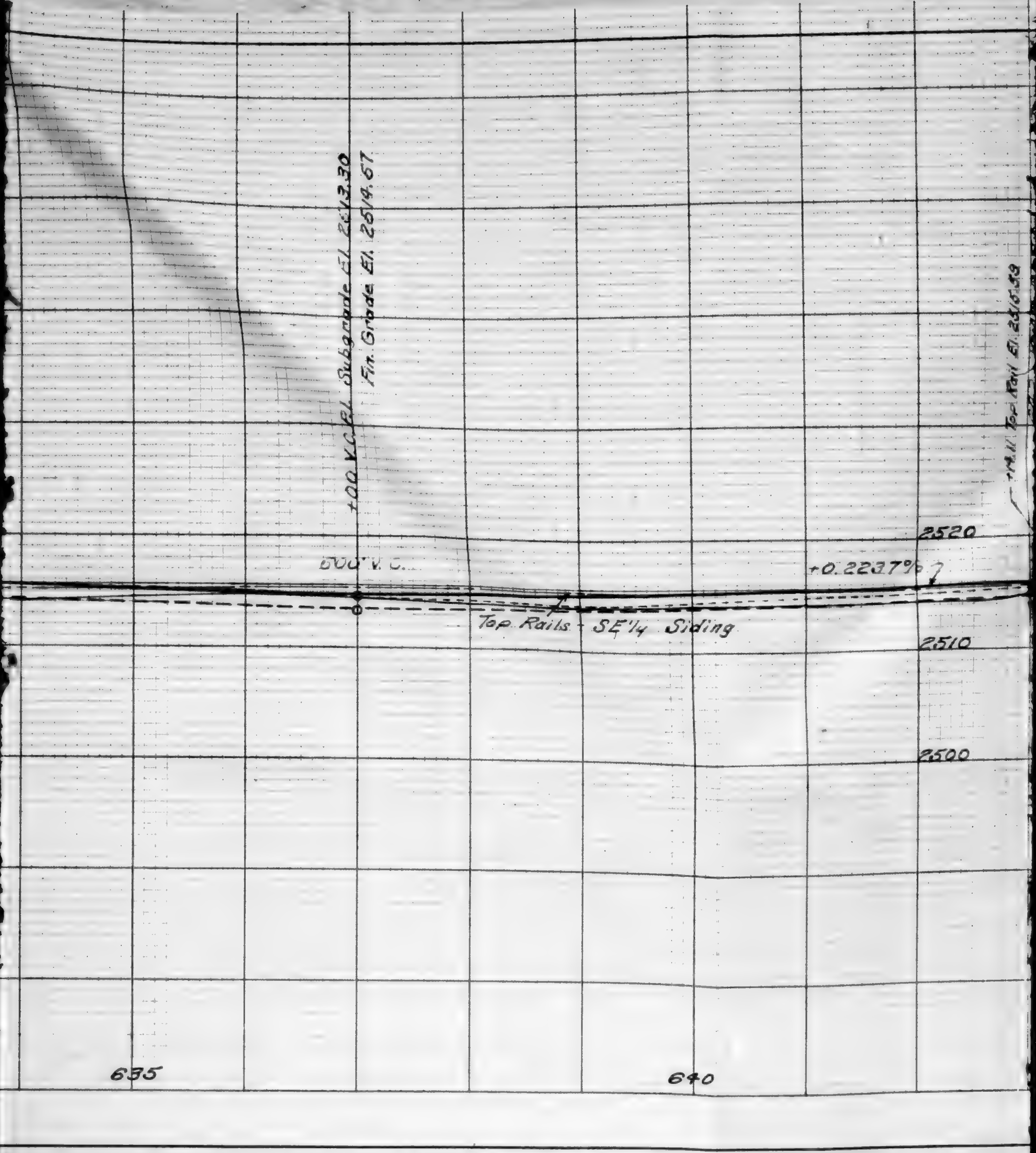
OREGON STATE HIGHWAY DEPARTMENT

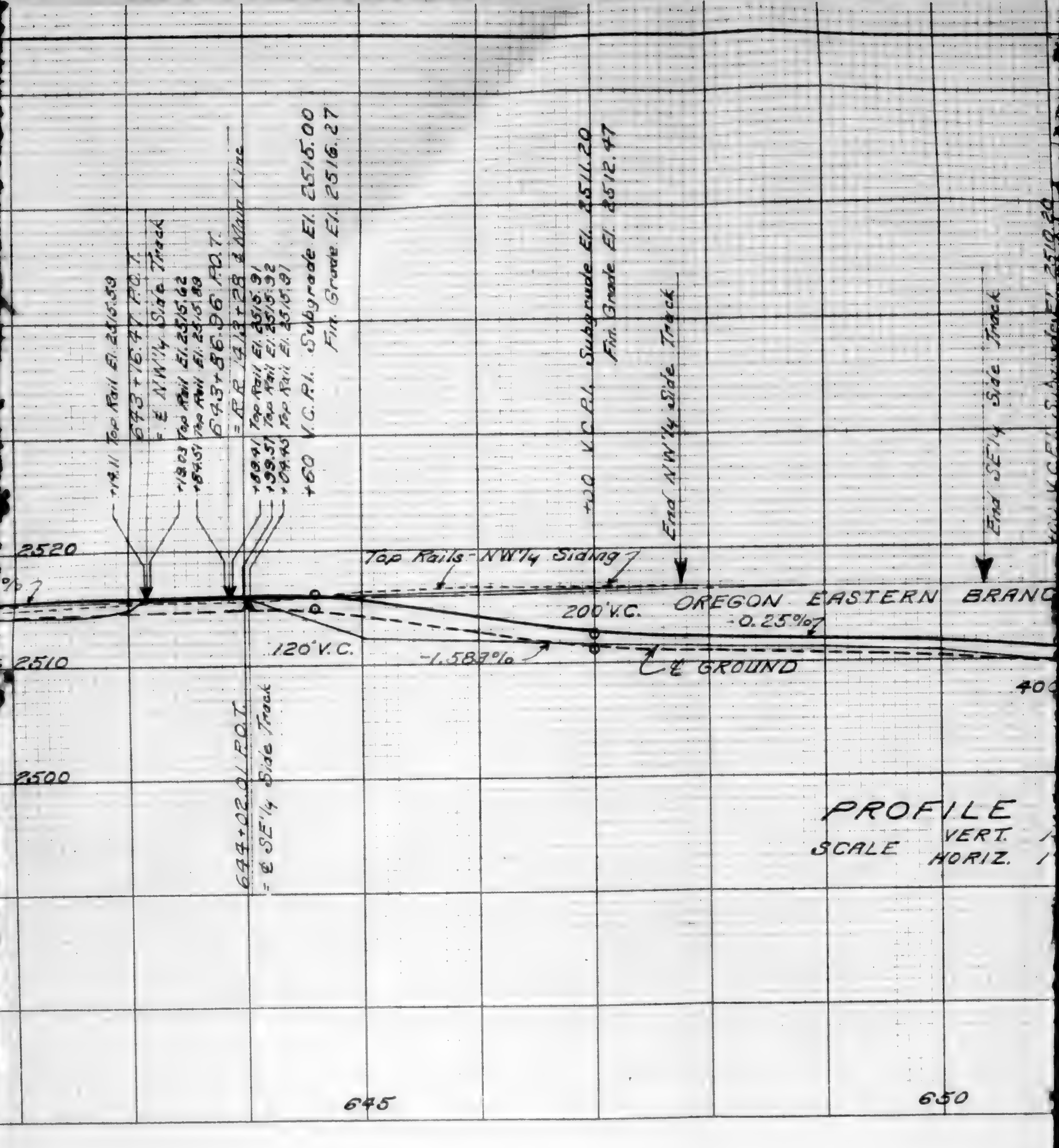
PROFILE
OF
RAILROAD GRADE CROSSING
FOR
PUBLIC UTILITIES COMMISSION
SOUTH UNIT
WESTFALL-HARPER SECTION
F.A.S. 525

NEAR HARPER —— MALHEUR COUNTY
KEVIN LAUGHLIN —— RESIDENT ENGINEER
JUNE 1959

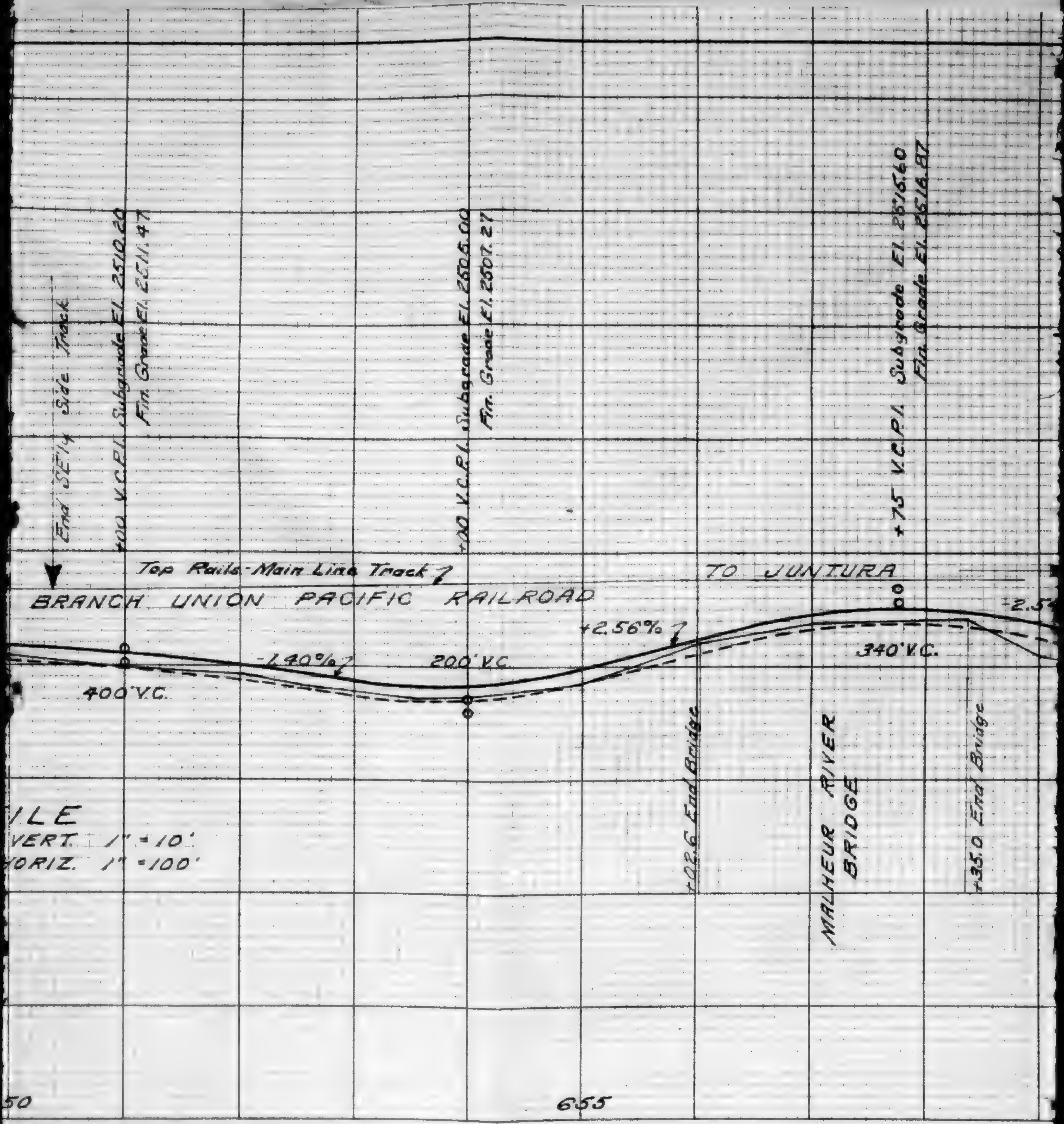
PREFIX 523-1489

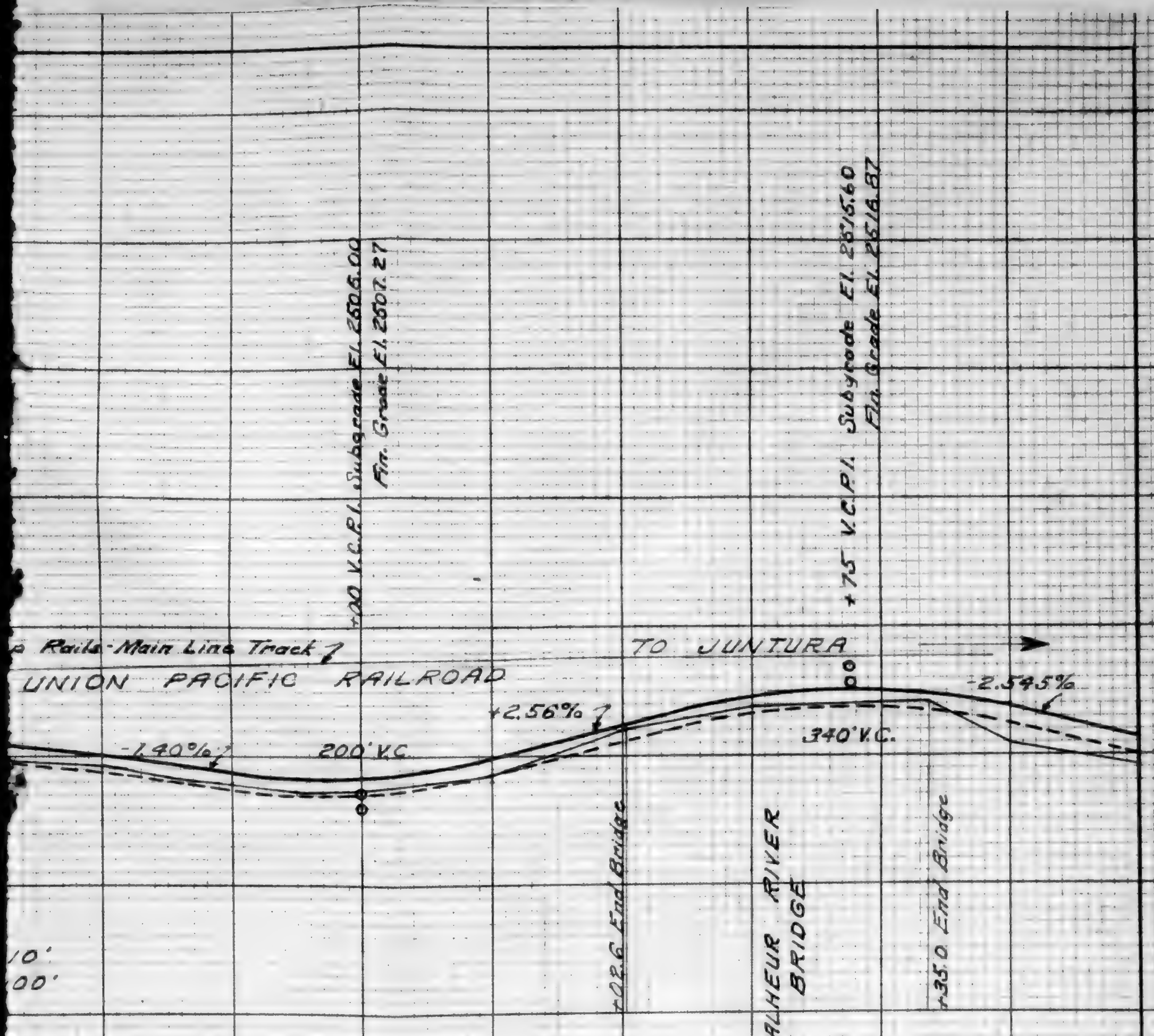
630


+00 V.C. El. Subgrade El. 2513.30
Fin. Grade El. 2514.67
600' V. C.
+0.2237%
+14.11 Top Rail El. 2515.59
Top Rails - SE¼ Siding
2520
2510
2500
635
640



+14.11 Top Rail El. 2515.59
643+16.47 P.O.T.
= ℄ N.W.¼ Side Track
+18.03 Top Rail El. 2515.62
+84.51 Top Rail El. 2515.89
643+86.96 P.O.T.
= R.R. 413+28 ℄ Main Line
+89.41 Top Rail El. 2515.91
+99.51 Top Rail El. 2515.92
+09.45 Top Rail El. 2515.91
+60 V.C.P.I. Subgrade El. 2515.00
Fin. Grade El. 2516.27
+00 V.C.P.I. Subgrade El. 2511.20
Fin. Grade El. 2512.47
End N.W.¼ Side Track
End SE¼ Side Track
2510.20
2520
2510
2500
Top Rails-NW¼ Siding
200' V.C.
OREGON EASTERN BRANC
-0.25%
120' V.C.
-1.583%
℄ GROUND
400
644+02.01 P.O.T.
= ℄ SE¼ Side Track
PROFILE
SCALE
VERT.
HORIZ.
645
650

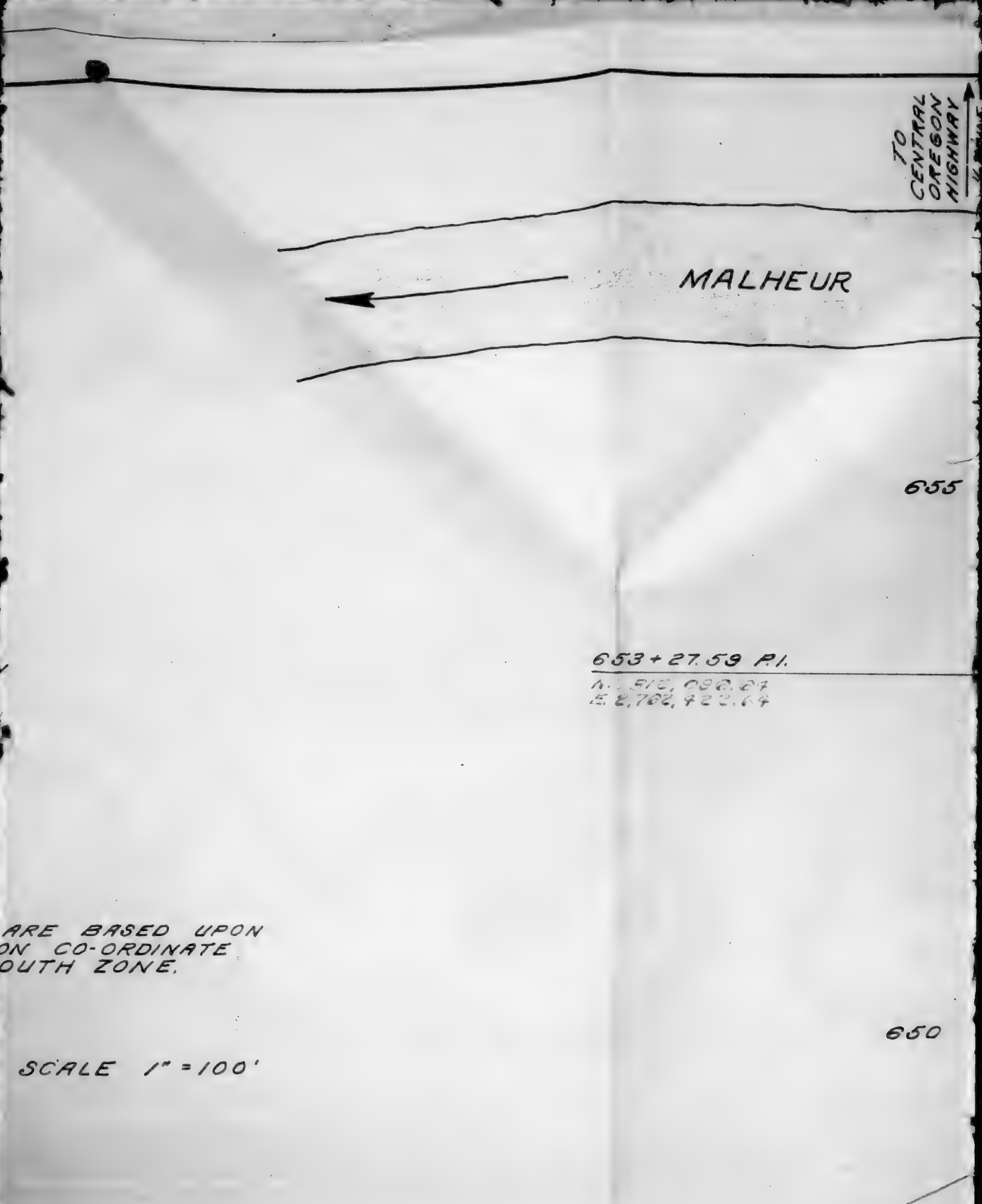

End SE1/4 Side Track
+00 V.C.P.I. Subgrade El. 2510.20
Fin. Grade El. 2511.47
+00 V.C.P.I. Subgrade El. 2505.00
Fin. Grade El. 2507.27
+75 V.C.P.I. Subgrade El. 2515.60
Fin. Grade El. 2516.87
Top Rails-Main Line Track
TO JUNTURA
BRANCH UNION PACIFIC RAILROAD
+2.56%
-1.40%
200' V.C.
400' V.C.
340' V.C.
+2.5
+02.6 End Bridge
MALHEUR RIVER BRIDGE
+35.0 End Bridge
ILE
VERT. 1" = 10'
ORIZ. 1" = 100'
50
655


+00 V.C.P.I. Subgrade El. 2506.00
Fin. Grade El. 2507.27
+75 V.C.P.I. Subgrade El. 2515.60
Fin. Grade El. 2516.87
p Rails-Main Line Track
TO JUNTURA
UNION PACIFIC RAILROAD
00
-2.545%
+2.56%
-1.40%
200' V.C.
340' V.C.
+02.6 End Bridge
MALHEUR RIVER BRIDGE
+35.0 End Bridge
10'
00'
655

BEARINGS AR
THE OREGON
SYSTEM, SOU

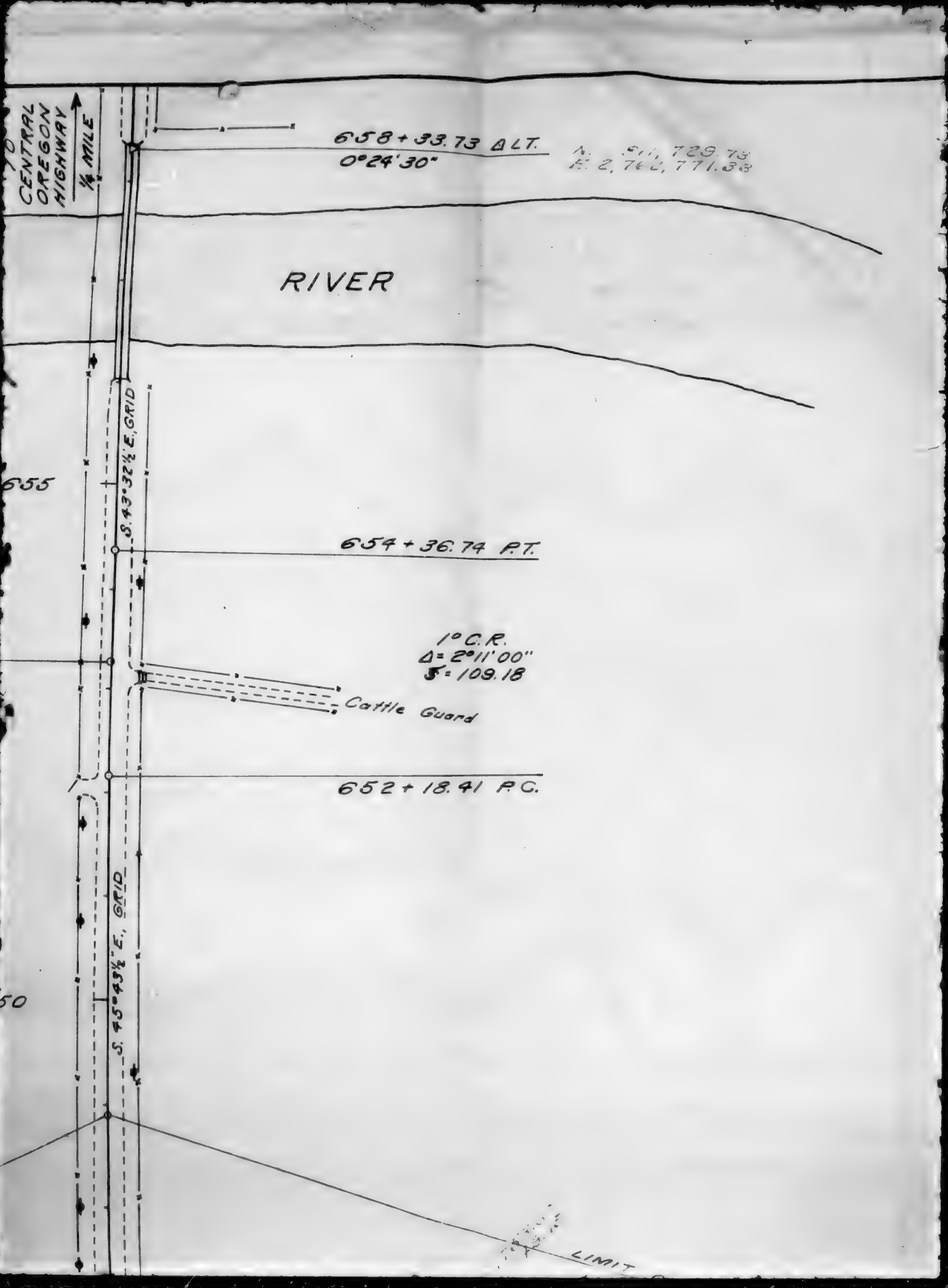
MAP S

596.95
631.01


TO CENTRAL OREGON HIGHWAY
MALHEUR
655
653 + 27.59 P.I.
N. 916,096.67
E. 2,762,422.64
650

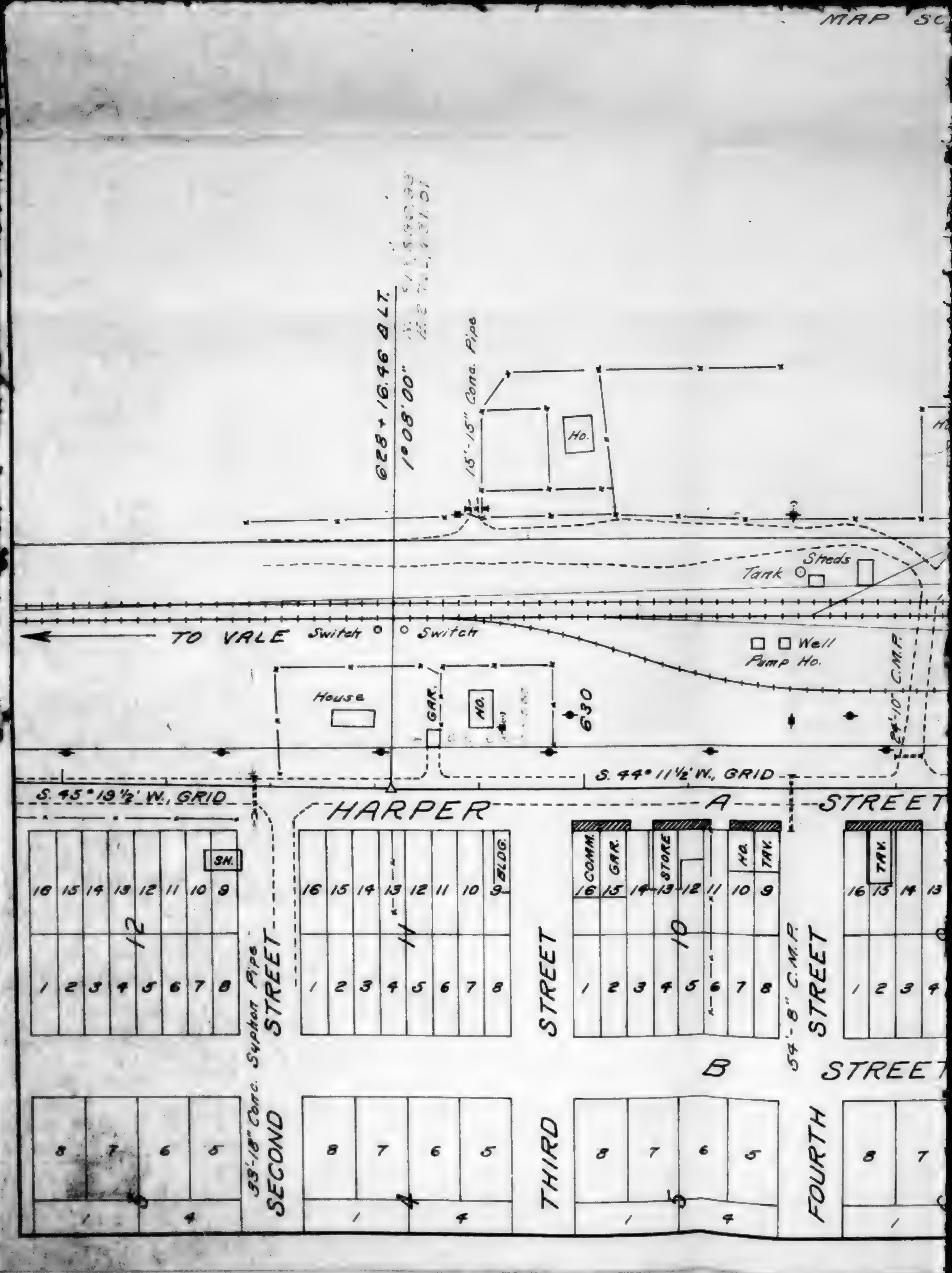
ARE BASED UPON
ON CO-ORDINATE
OUTH ZONE.

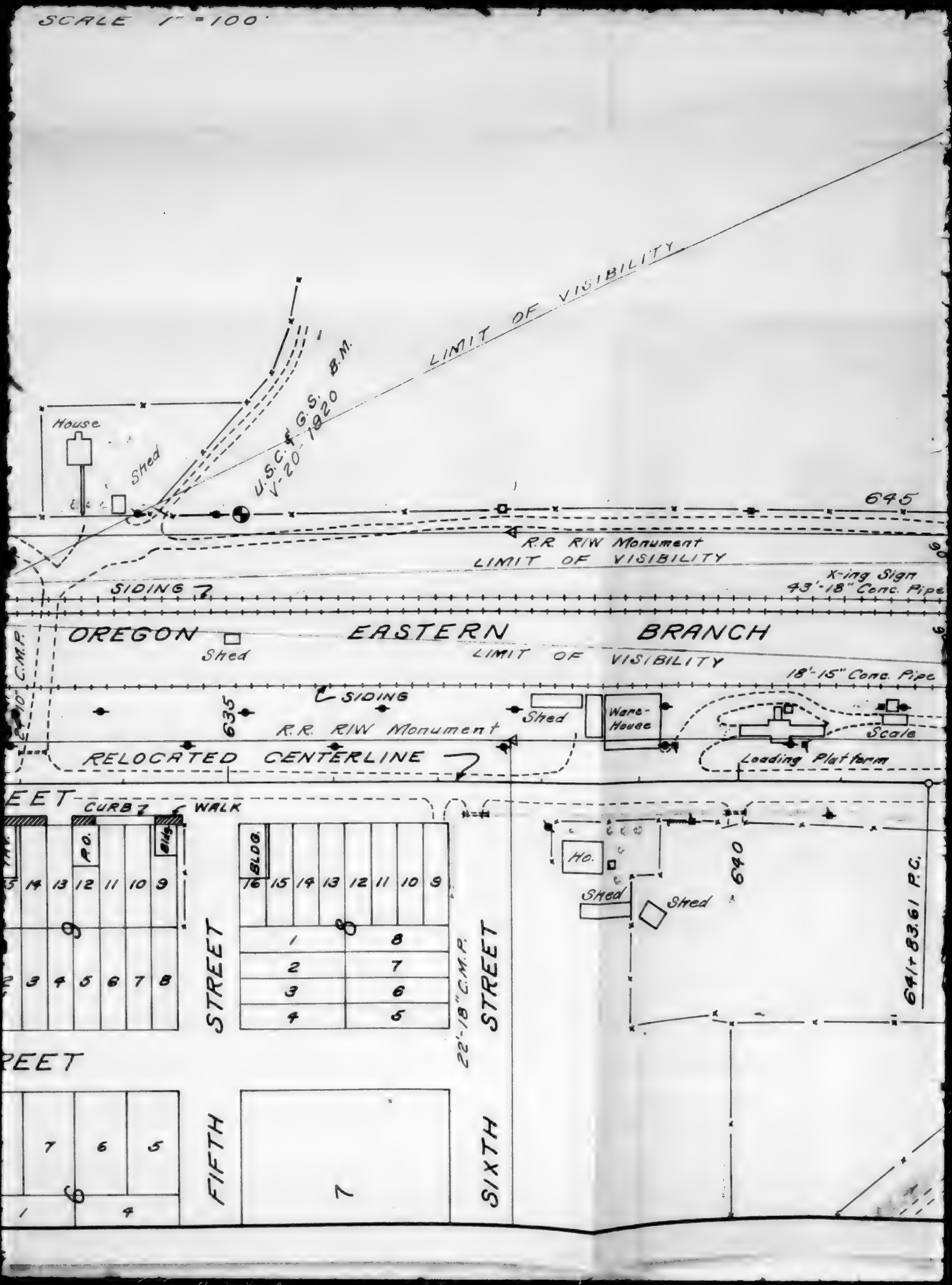
SCALE 1" = 100'

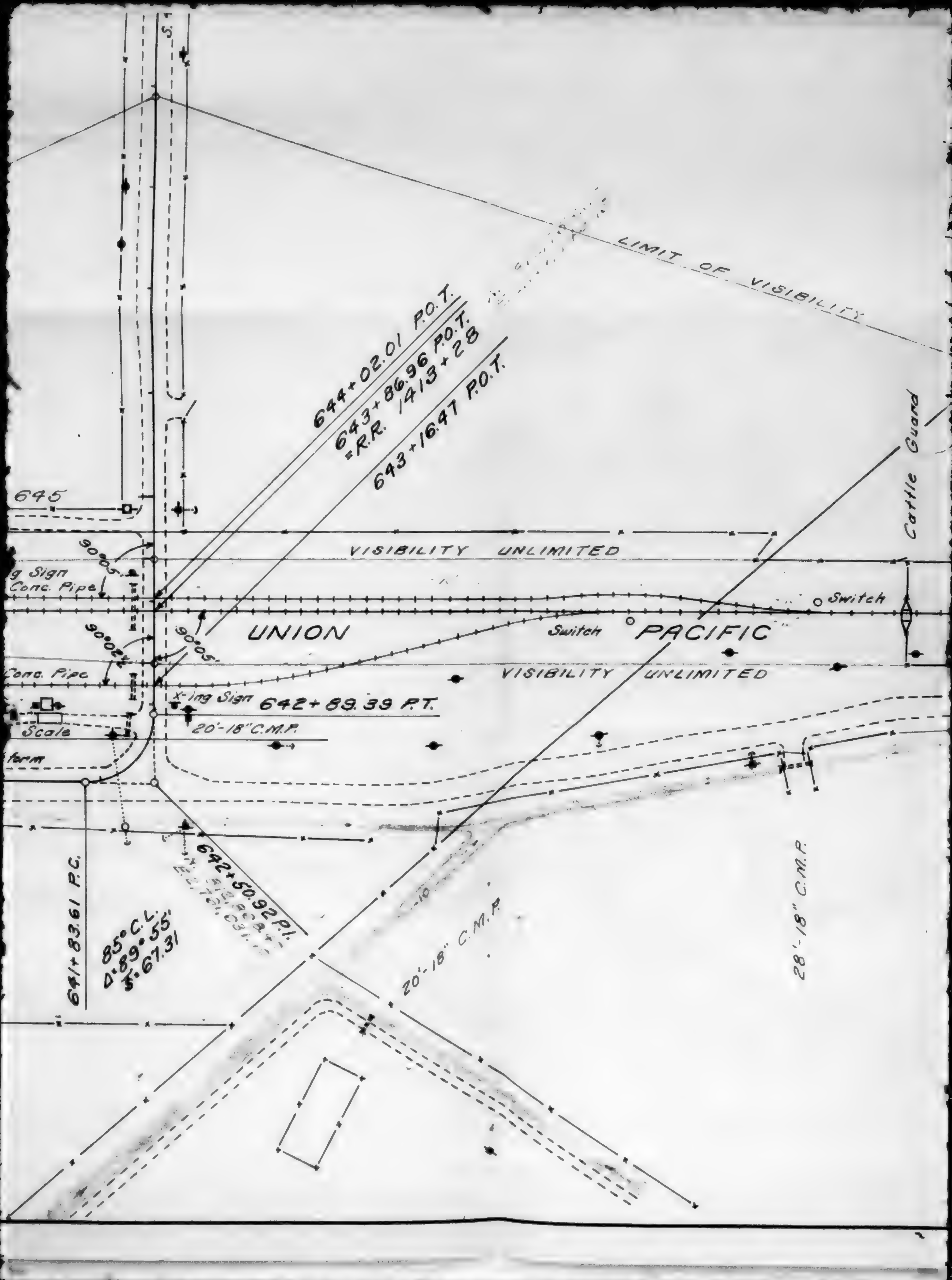

TO CENTRAL OREGON HIGHWAY
¼ MILE
658+33.73 Δ LT.
0°24'30"
N. 511,729.73
E. 2,762,771.33
RIVER
655
S. 43°32½' E. GRID
654+36.74 P.T.
1° C.R.
Δ= 2°11'00"
T= 109.18
Cattle Guard
652+18.41 P.C.
50
S. 45°43½' E., GRID
LIMIT

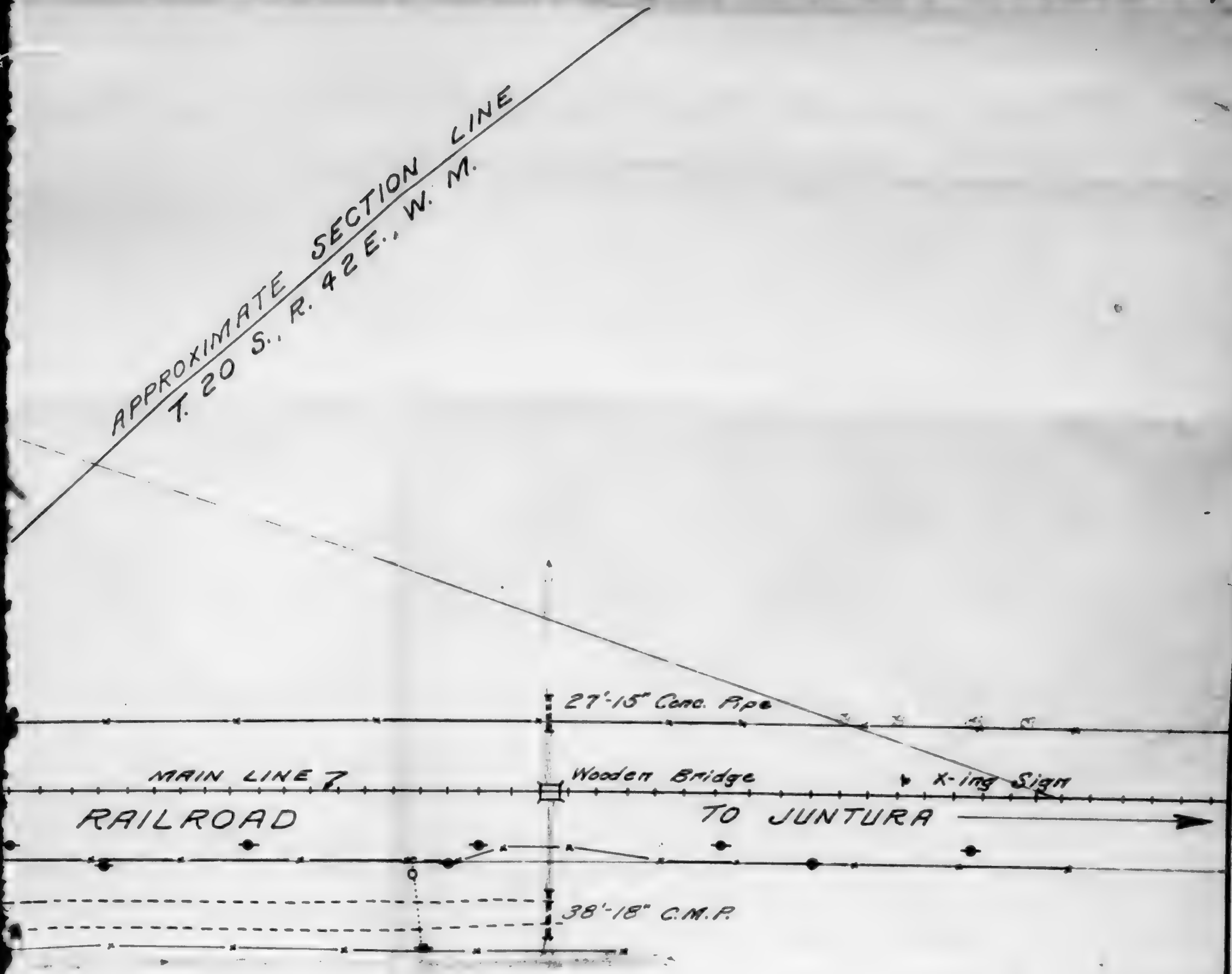
				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See Index

8
5
7
6
BRONZE DISK
[illegible] 547.88
[illegible] 469.35
ATE SECTION LINE
R. 42 E., W. M.


MAP SC
628 + 16.46 Δ LT.
1°08'00"
15'-15" Conc. Pipe
Ho.
Ho
Sheds
Tank
TO VALE
Switch
Switch
Well
Pump Ho.
C.M.P.
24'-10"
House
GAR.
HO.
630
S. 45° 19½' W., GRID
S. 44° 11½' W., GRID
HARPER
A
STREET
SH.
BLDG.
COMM.
GAR.
STORE
HO.
TAV.
TAV.
16 15 14 13 12 11 10 9
12
11
10
1 2 3 4 5 6 7 8
33'-18" Conc. Syphon Pipe
SECOND
STREET
THIRD
STREET
54'-8" C.M.P.
FOURTH
STREET
B
STREET
8 7 6 5
1 4
3
4
5


SCALE 1" = 100'
LIMIT OF VISIBILITY
House
Shed
U.S.C.& G.S. B.M.
V-20-1920
645
R.R. R/W Monument
LIMIT OF VISIBILITY
X-ing Sign
43'-18" Conc. Pipe
SIDING
OREGON EASTERN BRANCH
Shed
LIMIT OF VISIBILITY
18'-15" Conc. Pipe
10" C.M.P.
SIDING
635
Shed
Ware-House
Scale
R.R. R/W Monument
RELOCATED CENTERLINE
Loading Platform
EET
CURB
WALK
P.O.
Bldg.
BLDG.
Ho.
Shed
Shed
640
641+83.61 P.C.
14 13 12 11 10 9
16 15 14 13 12 11 10 9
2 3 4 5 6 7 8
1 8
2 7
3 6
4 5
FIFTH STREET
22'-18" C.M.P.
SIXTH STREET
REET
7 6 5
1 4
7


S.
LIMIT OF VISIBILITY
644+02.01 P.O.T.
643+86.96 P.O.T.
=R.R. 1413+28
643+16.47 P.O.T.
645
Cattle Guard
VISIBILITY UNLIMITED
ng Sign
Conc. Pipe
90°05'
UNION
Switch
PACIFIC
Switch
90°02½'
90°05'
Conc. Pipe
VISIBILITY UNLIMITED
X-ing Sign
642+89.39 P.T.
20'-18" C.M.P.
Scale
form
642+50.92 P.I.
641+83.61 P.C.
85° C.L.
Δ 89°55'
T 67.31
20'-18" C.M.P.
28'-18" C.M.P.


APPROXIMATE SECTION LINE
T. 20 S., R. 42 E., W. M.
27'-15" Conc. Pipe
MAIN LINE 7
Wooden Bridge
X-ing Sign
RAILROAD
TO JUNTURA
38'-18" C.M.P.

OREGON STATE HIGHWAY DEPARTMENT

VICINITY MAP
OF
RAILROAD GRADE CROSSING

SOUTH UNIT
WESTFALL-HARPER SECTION
F.A.S. 525

NEAR HARPER——MALHEUR COUNTY
KEVIN LAUGHLIN——RESIDENT ENGINEER
JUNE 1959

PREFIX 523-1489

6-[illegible]-59

R

NOTE
W. C. WILLIAMS

S.182(1)

5563

ADDENDUM "A" TO LOCATION PROSPECTUS FOR SOUTH UNIT, WESTFALL-HARPER SECTION

The following addendum is submitted to revise the location prospectus concerning the above mentioned section.

Change to read:

"LOCATION PROSPECTUS
SOUTH UNIT, WESTFALL-HARPER SECTION
FAS 525 - MALHEUR COUNTY"
instead of "LOCATION PROSPECTUS, ..., BAKER COUNTY".

Paragraphs 1 through 10 and attachment: Correct as per original prospectus.

June 19, 1959

cc W. C. Williams
Forrest Cooper
G. S. Paxson
Tom Edwards
A. F. Parson (2)
Kevin Laughlin
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan D. Merchant
J. W. Nash
C. G. Polk
R. L. Porter
C. G. Swenson
Walter T. Wright

RECEIVED
JUN 25 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 17 1959
FOR FILING
S-182(1)

5563

R

6-8-59

NOTED
W. C. WILLIAMS

LOCATION PROSPECTUS
SOUTH UNIT, WESTFALL-HARPER SECTION
FAS 525 - ~~BAKER~~ COUNTY

Malheur

The following prospectus is submitted concerning the above mentioned section of FAS 525, which is a county road on the Federal Aid Secondary System. The northerly terminus of the project is 4.5 miles southerly of Westfall and the southerly terminus is at the junction of FAS 525 with the Central Oregon Highway near Harper. The overall length of the project is approximately 8 miles.

This will be a location survey for the purpose of preparing grading and paving plans. The general route will approximate the existing highway except for some alignment refinements. The town of Harper is situated near the southerly end of this project.

Reconnaissance is not required. Additional soils investigation will be necessary. There are no special drainage problems. An economic analysis is not needed at this time.

The existing (1957) ADT is 150 and the 1975 projected ADT is 225. This will be a Class "E-45" highway with a maximum grade of 4 per cent and a maximum curvature of 11 degrees. The typical section will consist of two 10-foot travel lanes with 2-foot shoulders. The tentative base design by G. L. Decker is:

Wearing Surface	1¼"	0-11 Oil Mat
Level Course	2 "	3/4"-0 Crushed
Base Course	12 "	Grid Rolled Gravel
Total	15¼"	

(Base design subject to revision upon completion of soils investigation.)

The estimated rise and fall and the central angle of the proposed alignment are 350 feet and 360 degrees respectively. The existing facility has a rise and fall of 375 feet and a central angle of 560 degrees.

Deviation from the standards set forth for this class of highway is anticipated. The deviation will be 2-foot shoulders instead of 4-foot shoulders.

This will be an unrestricted access facility. There are no interchanges. There are three existing bridges, none of which are scheduled for replacement under this project.

Adequate quantities of material are available along the route.

Final agreements with the county will be necessary. The town of Harper may require an agreement regarding paving.

There are no State parks in the vicinity of this project.

June 8, 1959

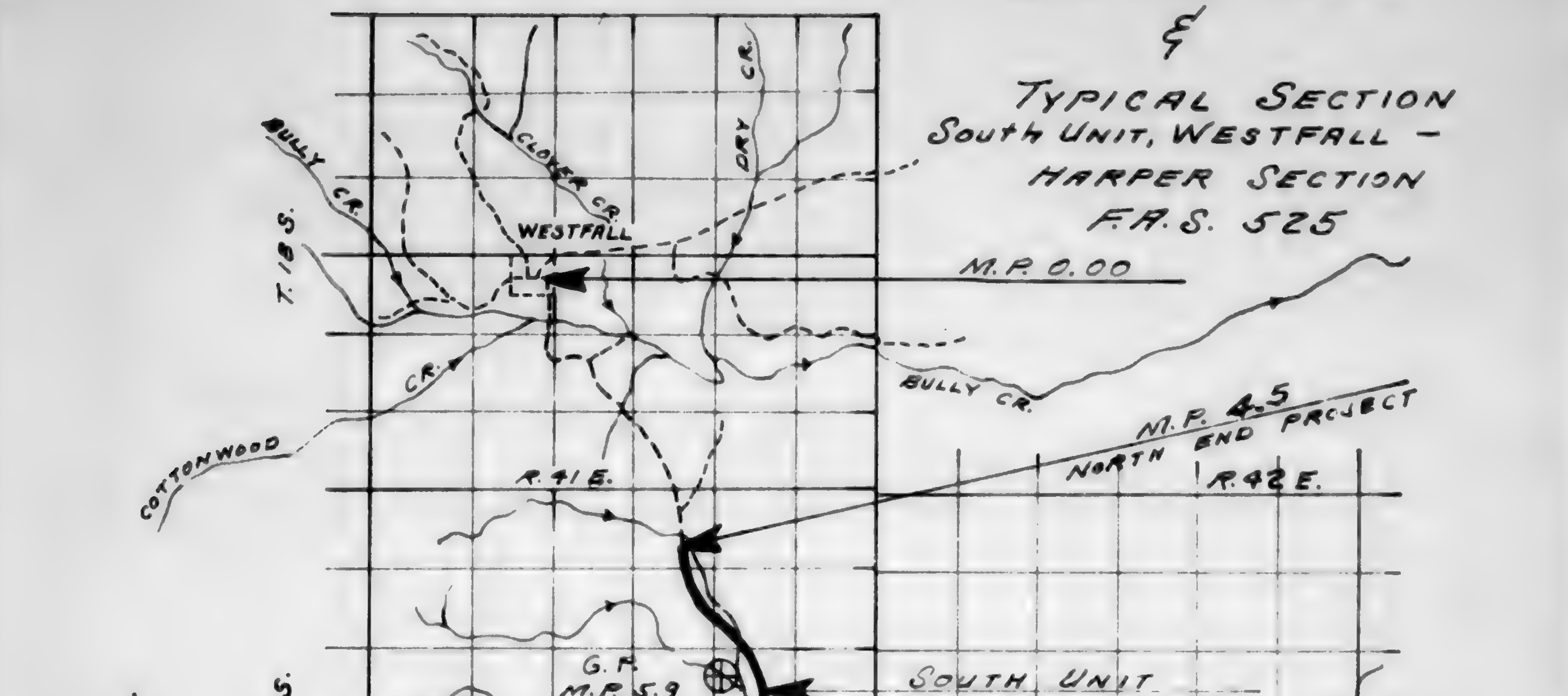
Attachment

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson
Tom Edwards
A. F. Parson (2)
Kevin Laughlin
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan D. Merchant
J. W. Nash
C. G. Polk
R. L. Porter
C. G. Swenson
Walter T. Wright

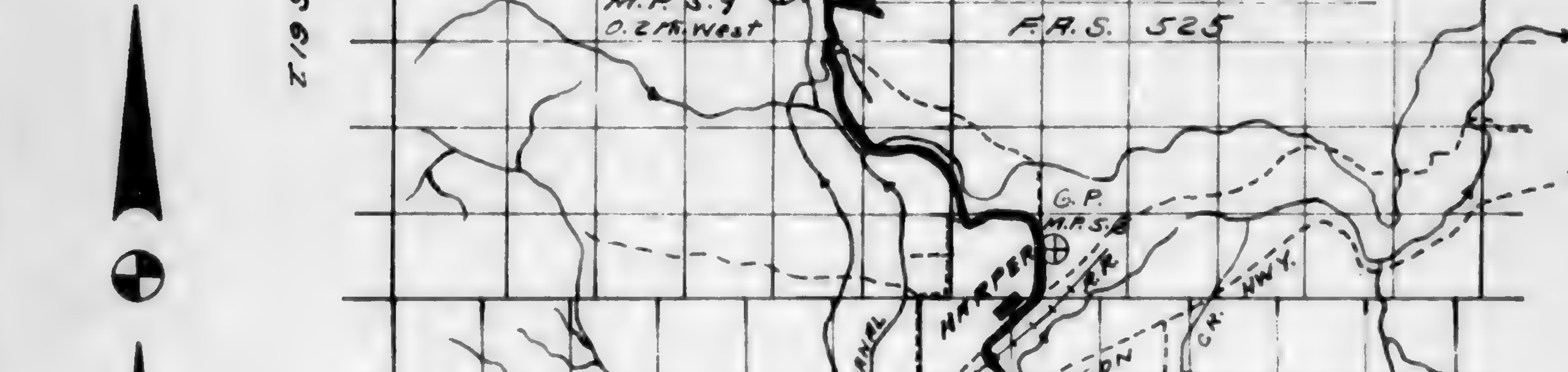
RECEIVED

PROSPECTUS SKETCH MAP & TYPICAL SECTION

South Unit, Westfall - Harper Section F.A.S. 525



WESTFALL
BULLY CR.
CLOVER CR.
DRY CR.
CR.
COTTONWOOD
BULLY CR.
T. 18 S.
T. 19 S.
T. 20 S.
R. 41 E.
R. 42 E.
M.P. 0.00
M.P. 4.5 NORTH END PROJECT
G.P. M.P. 5.9 0.2 Mi. West
SOUTH UNIT F.A.S. 525
G.P. M.P. 8.8
HARPER
To Vale
OREGON CENTRAL R.R.
CR. NWY.
CANAL
CANAL
COTTON WOOD
M.P. 12.5 SOUTH END PROJECT
MALHEUR RIVER
MALHEUR COUNTY



3'
3'
2'
10'
℄
10'
2'
3'
1¼" Type 0-11 Oil Mat
Var. 1½:1 to 4:1
3:1
3½" 1"-0 Crushed Rock
8" Pit Run Gravel
Var. 1½:1 to 4:1

TYPICAL SECTION

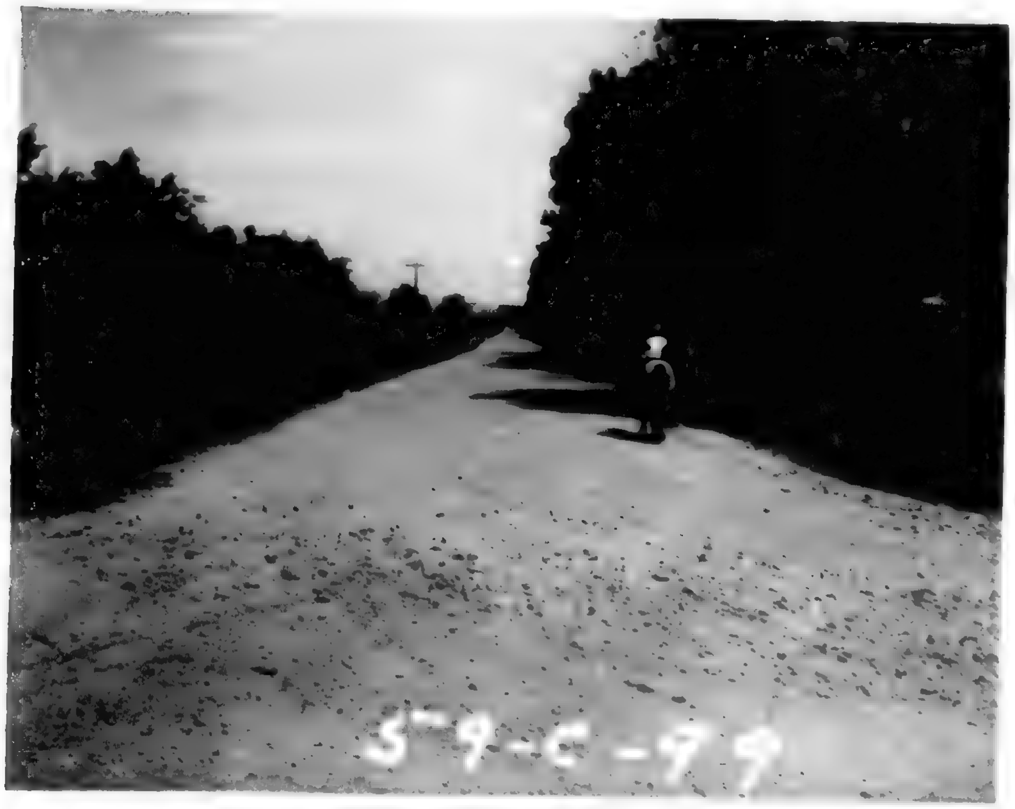
4-30-59

FAS [illegible] County [illegible] Contract No. ______

Section ______

Location [illegible]

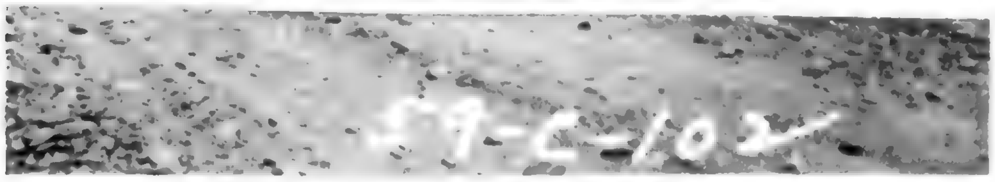
______



59-C-99

59-C-100

59-C-101



59-C-102

FAS [illegible] County [illegible] Contract No.

Section

Location [illegible]

[illegible]

59-C-100

59-C-101

6/5/59

FAS 525 **County** Malheur **Contract No.** ______

Section Harper

Location 59-C-99 } S. End looking N.

59-C-100 } M.P. 0.82 looking W.

59-C-101 } M.P. 3.97 looking N.

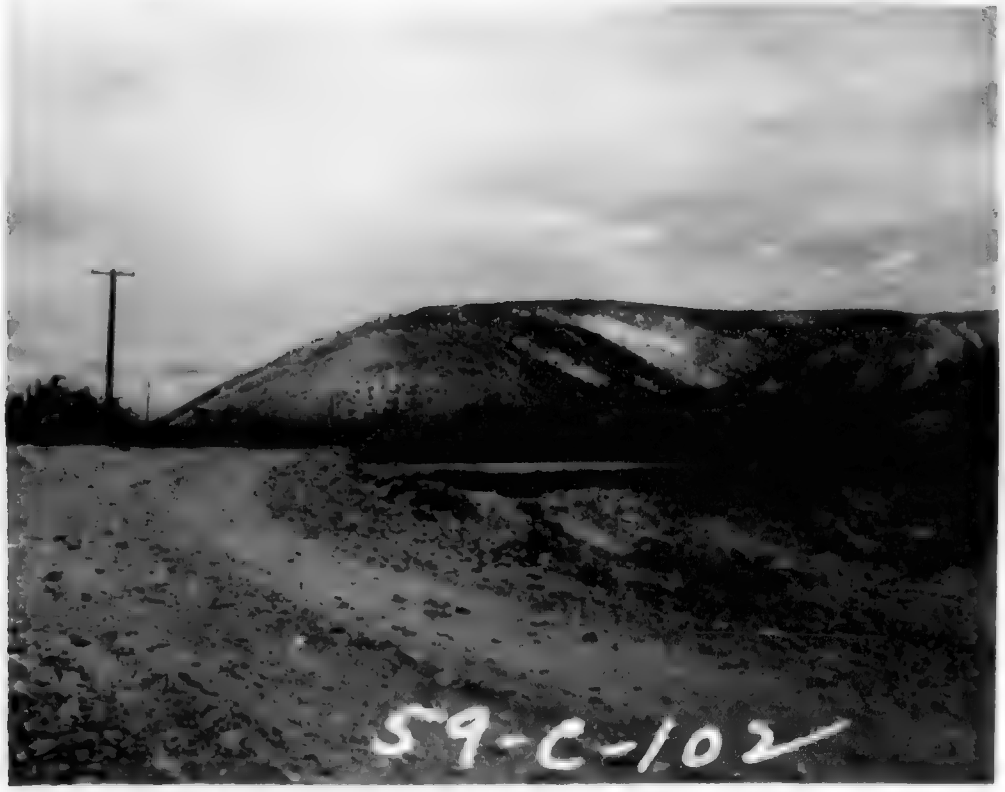
59-C-102 } Vale Ditch Bridge

59-C-100

5/59 Malheur FAS 525
M.P. 0.82
St. Inter. looking W.

59-C-101

[illegible] Malheur FAS 525
M.P. 3.97 - [illegible] by [illegible]
looking N.



59-C-102

6/5/59

FAS 525 **County** Malheur **Contract No.** ______

Section Harper

Location 59-C-99 } S. End looking N.
59-C-100 } M.P. 0.82 looking W.

59-C-101 } M.P. 3.97 looking N.

59-C-102 } Vale Ditch Bridge

6/5/59 Malheur FAS 525 59-C-100
M.P. 0.82
St. Inter. looking W.

6/5/59 Malheur FAS 525 59-C-101
M.P. 3.97 @ 403+50 by Big Rock
looking N.

6/5/59 Malheur FAS 525
Vale North Ditch bridge from Sta 401+50
looking N.

59-C-102

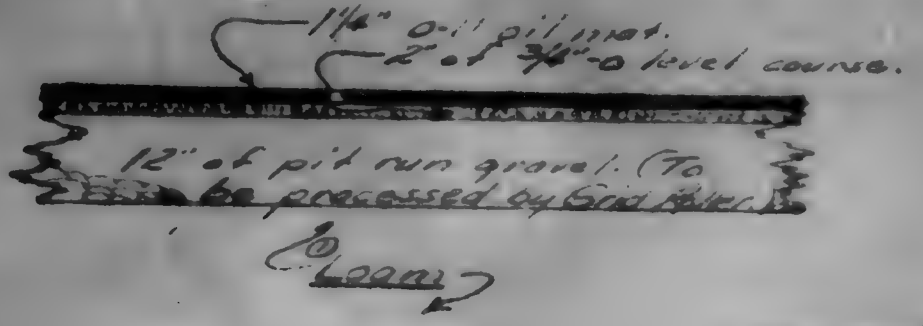
OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Section S. Unit, Westfall-Harper Highway F.A.S. 525 County Malheur Profile [illegible]

Res. Engr. K. Laughlin Length of Project ___ Miles. Jct Control/Oregon Hwy M.P. = 0.0 to M.P. 8.2± Date 5-2[illegible]

Reported Frost Penetration ± 30" **TYPICAL SECTIONS** Traffic Classif. - Medium

NOTED
V.P. [illegible]



① Typical Soil
47 LL
17 PI
58 % P 200
31 % Silt
29 % Clay
40 "R" Value

RECEIVED
MAY 28 1959

Required Base & Wear		Designed Base & Wear	
Crushed	Not Crushed	Exist. Surf. Allow.	New Work
			1½
①3			*[illegible]

*Note
The surfacing thickness has been increased to equal ½ the reported frost penetration.

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer											

Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by H. L. [illegible]
Staff Assistant

Recommended by C. T. Hageman
For Engineer of Materials

Recommended by [illegible]
Construction Engineer

Approved by [illegible]
Deputy State Highway Engineer

NOTED
C. G. SWENSON

FORM E-30X—37,500—8-56—96688

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
March 13, 1959

SUBJECT: Harper-Westfall Sec.
F.A.S. 525
Malheur County

To:
Mr. Tom Edwards
Construction Engineer
Salem

Attention: E. A. Pease

Mr. Haggeman called this morning advising that we are to put on a project on the Harper-Westfall Section of F.A.S. 525, Malheur County and that he had contacted you in regard to the location records for the Harper Section of this county road.

You could not find any of said records. We have searched our files and do not find any of the location records, which, according to a letter of transmittal to H. G. Smith, were sent to him January 14, 1955. A copy of this letter is attached in that it might be of some use to you in locating these data which we should be able to use in connection with the proposed construction project.

A. F. Parson
Division Engineer

By

C. D. Cannon
Office Engineer

CDC:dj
Encl.

cc: J. F. Haggeman

RECEIVED
MAR 1[illegible] 1959
COUNTY & [illegible]

File

PROPOSED PROJECT
MALHEUR COUNTY

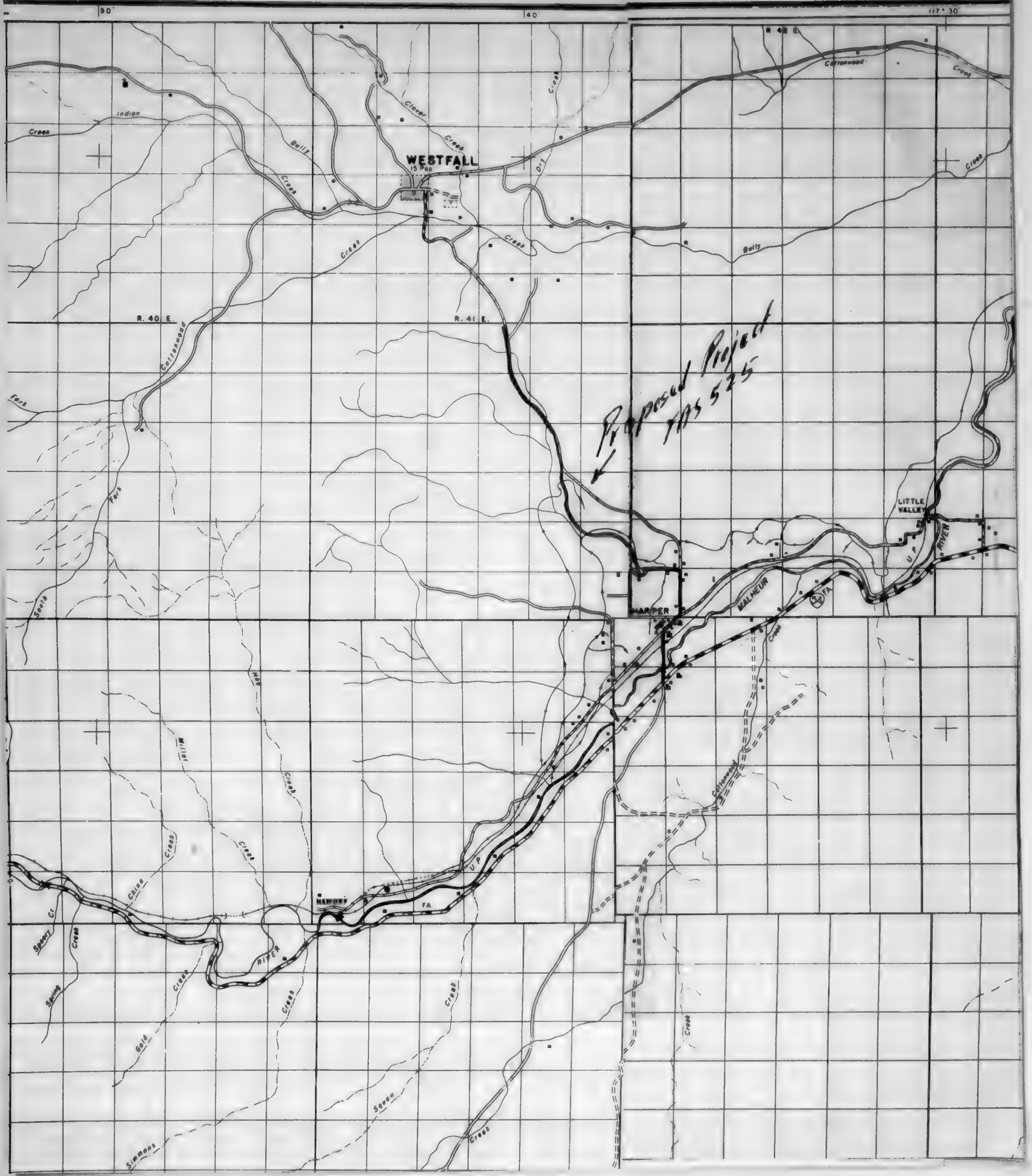
FAS 525 - South Unit, Westfall-Harper Section, approximately 8 miles, $227,000. This project extends from the junction of FAS 525 with FAP Route 31 (Central Oregon Highway) south of Harper northerly through Harper as far as funds will permit which is estimated to be approximately 8 miles.

The proposed project is to grade, drain, place base material, and construct a 20' wide type O-11 oil mat wearing surface with 2' shoulders. The existing bridge over the Malheur River is to remain in place. If gravel deposits in this area are suitable, it is suggested a base design utilizing grid roller processed bottom course base similar to that used on the Foothills Drive projects be given consideration.

The $227,000 programmed above represents the presently estimated unprogrammed balance of FAS funds available to Malheur County. This figure may be adjusted as final costs on projects under contract become available.

Judge G. Y. Chester should be contacted prior to starting the survey.

59-c
3/13/59


50'
40'
117° 30'
R. 42 E.
Cottonwood
Creek
Indian
Creek
Bully
Creek
Clover
Creek
Creek
Dry
WESTFALL
15 Pop.
Creek
Bully
Creek
Creek
R. 40 E.
R. 41 E.
Cottonwood
Fork
Fork
South
LITTLE
VALLEY
RIVER
U. P.
HARPER
MALHEUR
Creek
FA
Hog
Creek
Miller
Creek
Creek
Cottonwood
Creek
China
Creek
Creek
NAMORF
FA
U. P.
Squaw
Cr.
Spring
Creek
RIVER
Gold
Creek
Creek
Creek
Squaw
Simmons
Creek
Creek

Proposed Project
FAS 525

The County of Malheur

OFFICE OF
COUNTY COURT

G. Y. Chester,
County Judge
GEORGE CLEAVER,
Commissioner
AMEIL CLAUDE
Commissioner

VALE, OREGON

NOTED
C. G. SWENSON

March 10,1959

Oregon State Highway Department
State Highway Bldg.
Salem, Oregon

Gentlemen:

The Malheur County Court requests that the Highway Commission approve a Malheur County FAS project to improve the county road known as the Harper-Westfall road. County matching funds will be available for this purpose.

It is further requested that this project begin as soon as possible and be completed at the earliest possible date.

Very truly yours,

G. Y. Chester
County Judge

G. E. Cleaver
Commissioner

Ameil Claude
Commissioner

RECEIVED
MAR 13 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 12 1959
STATE HIGHWAY COMMISSION

S-430(2) E. Unit, Forest Bdry.- 1959
S-SG-168(3) Haines Sec. (Grad. &
#5564 Oiling)

RECEIVED
DEC 16 1963
FOR FILING

UNION PACIFIC RAILROAD COMPANY

FORM T-280
1-63-30M

TRANSPORTATION DIVISION — ACCOUNTING DEPARTMENT

A. O. MERCER, AUDITOR OF DISBURSEMENTS
~~C. D. MAYER, AUDITOR OF GENERAL AND STATION ACCOUNTS~~
D. M. HARRIMAN, AUDITOR OF MISCELLANEOUS ACCOUNTS
R. C. PRETTI, DIRECTOR OF COST AND ECONOMIC RESEARCH

E. M. KERRIGAN, GENERAL AUDITOR
H. J. BEARSS, SENIOR ASSISTANT GENERAL AUDITOR
E. R. MILLER, ASSISTANT GENERAL AUDITOR

L. C. CHAMBERLIN, AUDITOR OF FREIGHT ACCOUNTS
H. B. JACOBSEN, AUDITOR OF PASSENGER ACCOUNTS
G. E. JENSEN, AUDITOR OF EQUIPMENT SERVICE ACCOUNTS

OMAHA 2, NEBRASKA.

REFERRED TO
5564 Forrest Cooper
BY SECRETARY

REFERRED TO
Maison
BY DEPUTY STATE HIGHWAY ENGINEER
Yours?

December 10, 1963

G 13-0

State of Oregon,
State Highway Department,
Salem, Oregon.

Gentlemen:

This refers to your letter dated November 27, 1963, with attachments from the U. S. Department of Commerce, Bureau of Public Roads, regarding our Bill No. 27293, amount $24,122.21, for work performed in connection with your contract No. 5564, E. Unit Forest Boundary-Haines.

With respect to exception "Item 1" amount $1,469.16 shown on the Bureau of Public Roads memorandum form attached to your letter, our Chief Engineer advises as follows:

> "Billing includes liberal salvage credit for instruments that were installed and paid for at 100% Railroad expense that apply to coded track circuits.
>
> "Where highway crossing signals are installed in signal territory having coded track circuits, it is necessary that we change the track circuits to D. C. neutral type for proper operation of the crossing signals.
>
> "The normal method of accomplishing this is to install D. C. neutral circuits over the area represented by the center ring section and both east and westbound approaches to the crossing. The coding operation of the coded track circuits, however, must continue to function. This necessitates spanning the D. C. section with the normal track code impulses. This is accomplished by using special equipment and coding over line wire across this section.

Orig. to Maison
12-13-63

> "In view of the necessary track circuit changes due to the installation of crossing protection, and due to the fact that coding equipment released is of no value to us in as much as we have a surplus on hand and that no future installations using this type of equipment will be made, also that these items can only be held for standby purposes, and then only if materials have gone through our shop for necessary calibrating and testing, we are of the opinion that a salvage credit of approximately 25% of current value be allowed."

Accordingly, if the salvage credit as made is not acceptable and if it is agreeable, this material will be turned over to you in lieu thereof and credit of $799.31 allowed on our bill will be deleted.

The exception "Item 2" amount $53.91 representing handling charge on released material is accepted and has been deducted from our bill.

Thus the total of the bill amounts to $24,867.61 of which you have paid $22,599.21 leaving a balance due of $2,268.40.

Will you please advise.

Yours truly,

C. D. MAYER

RECEIVED
DEC 13 1963
OREGON
STATE HIGHWAY COMMISSION

State

RECEIVED
MAY 2 - 1963
FOR FILING

5-21

Monthly transaction number	Fo -2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
Project report number 7	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 4-30-63	County **Baker** Project number **S-430(2)**

5564

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **December 30**, 19**59**, is hereby modified as follows:

Revised estimated total cost of project	$ **529,413.00**
Revised Federal funds	$ **330,625.00**
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **30** day of **April**, 19**63**.

OREGON STATE HIGHWAY DEPARTMENT (Official name of Highway Department)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS
By Lloyd P. Shaw	XX By **A. W. Parsons** Division Engineer
Asst. **State Highway Engineer** (Title)	CM Backlund **By E. R. Backlund, Administrative Mgr.**
By ______________ ______________ (Title)	
By ______________ ______________ (Title)	

April 29, 1963

Mr. A. M. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway official for the East Unit, Forest Boundary-Haines Section, Project No. S-430(2).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mb

[illegible] 5564 2-30-59 A

Monthly Transaction No. RECEIVED [illegible] 1959	Fo 2 (9 [illegible]) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	[illegible]e **Oregon**
		County **Baker**
Project Report No. FOR FILING S-430⁴(2) S-SG-168(3)	**FEDERAL-AID PROJECT AGREEMENT**	Project No. **S-430(2)**

5564 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **Approximately 8.2 miles N.W. to approximate west end of S-168(1). (East Unit, Haines-Forest Boundary Section)**

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	4-17-59	11.0
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 442,445	Federal funds $ **269,000**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By XX **C. G. Polk**
Division Engineer

By: R Williams
R. C. Wright
Administrative Manager

Date executed by Division Engineer **December 30, 1959**

USComm-DC 40257

December 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the E. Unit, Haines-Forest Boundary Section, Project No. S-430(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Ens.

RLC:SM

December 3, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the East Unit, Forest Boundary-Haines Section, Project No. S-430(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-430(2)

EAST UNIT, FOREST BOUNDARY-HAINES SECTION
OF THE HAINES-ANTHONY HIGHWAY IN BAKER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 3, 1959

Type Code 5231
Roadway (Sta. 157+59.58 to Sta. 737+46.30)(Contract No. 5564)

Clearing and Grubbing	All	Required	$	$ 5,000.00
Drainage Excavation, Unclassified	5,800	cu. yds.	2.00	11,600.00
General Excavation, Unclassified	195,700	cu. yds.	0.27	52,839.00
Short Overhaul	249,900	yd. sta.	0.02	4,998.00
Long Overhaul	3,460	"C"-yd.sta.	0.35	1,211.00
Finishing Roadbed and Slopes	11.00	miles	400.00	4,400.00
Rounding Cutbanks	440	lin. ft.	0.10	44.00
18-inch Corrugated Metal Pipe	48	lin. ft.	4.25	204.00
24-inch Corrugated Metal Pipe	150	lin. ft.	6.25	937.50
30-inch Corrugated Metal Pipe	104	lin. ft.	8.50	884.00
36-inch Corrugated Metal Pipe	58	lin. ft.	12.00	696.00
48-inch Corrugated Metal Pipe	32	lin. ft.	18.00	576.00
60-inch Corrugated Metal Pipe	48	lin. ft.	26.00	1,248.00
72-inch Corrugated Metal Pipe	16	lin. ft.	30.00	480.00
12-inch Concrete Pipe	520	lin. ft.	2.77	1,440.40
18-inch Concrete Pipe	1,140	lin. ft.	4.10	4,674.00
24-inch Concrete Pipe	440	lin. ft.	5.50	2,420.00
30-inch Concrete Pipe	46	lin. ft.	7.50	345.00
36-inch Concrete Pipe	340	lin. ft.	9.00	3,060.00
22-inch Arch Type Corrugated Metal Pipe	150	lin. ft.	5.00	750.00
43-inch Arch Type Corrugated Metal Pipe	50	lin. ft.	13.25	662.50
18-inch Corrugated Metal Siphon Pipe	310	lin. ft.	7.00	2,170.00
24-inch Corrugated Metal Siphon Pipe	186	lin. ft.	9.90	1,841.40
30-inch Corrugated Metal Siphon Pipe	220	lin. ft.	11.75	2,585.00
24-inch Concrete Siphon Pipe	10	lin. ft.	10.50	105.00
Concrete End Basins	44	cu. yds.	90.00	3,960.00
Class "A" Concrete in Box Culverts	120	cu. yds.	90.00	10,800.00
Metal Reinforcement in Box Culverts	18,700	lbs.	0.16	2,992.00
Class "A" Concrete in Diversion Boxes	3	cu. yds.	90.00	270.00
Metal Reinforcement in Diversion Boxes	130	lbs.	0.16	20.80
Guide Posts, Type "W-2"	330	only	5.00	1,650.00
Selected Roadbed Topping	217,000	tons	0.78	169,260.00
1" - 0 Material in Leveling Course	40,600	tons	1.05	42,630.00
Sprinkling	5,000	M-gal.	0.25	1,250.00
Preparation of Base	11.00	miles	200.00	2,200.00
1" - 0 Material in Binder Course	1,220	cu. yds.	1.05	1,281.00
Furnishing and Placing Aggregates	6,630	cu. yds.	2.30	15,249.00
MC-2 Asphalt	205	tons	45.00	9,225.00
120-150 Asphalt	508	tons	45.00	22,860.00
RS-1 Asphalt	149	tons	45.00	6,705.00
Extra for Oiling Approaches	110	only	30.00	3,300.00
				$398,823.60

Flagging (57½% of Contractor's Cost)	All Required	$	$ 900.00
Signing (Temporary)	All Required		500.00
Signing (Permanent)	All Required		1,000.00
Work by Haines Telephone Co.	All Required		400.00
Work by California Pacific Power Co.	All Required		600.00
	Subtotal		$402,223.60
	10% Engr. & Cont.		40,221.40
	Total		$442,445.00

Length of Roadway - - - - - 10.998 Miles
Cost of Roadway Per Mile- - $40,229.58

Federal Funds -	$269,000.00
State Funds -	173,445.00
	$442,445.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Contract 5564 12-30-59 A

RECEIVED
1959
FOR FILING

Monthly Transaction No. 7-9	For 2 (9) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e **Oregon**
Project Report No. S 430(2) 3 S SG 168(3)	**FEDERAL-AID PROJECT AGREEMENT**	County **Baker**
		Project No. **S-SG-168(3)**

5564 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

St. Rd. U.P.R.R. Grade Xing (Haines) Section
(U.P.R.R. Grade Crossing adjacent to Junction with FA 1)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	10-12-59	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 21,334	$ 18,800

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By: R. C. Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer December 30, 1959

USComm-DC 40257

December 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Haines Section (UPRR Grade Crossing), Project No. S-SG-168(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

RMC:mm

December 3, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Haines Section, Project No. S-3G-168(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-SC-168(3)

HAINES SECTION (UPRR GRADE CROSSING) OF THE HAINES-ANTHONY HIGHWAY IN BAKER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 3, 1959

Type Code 5231
Roadway (Sta. 11+80 to Sta. 14+08)(Contract No. 5564)(S-Project)

Finishing Roadbed and Slopes	0.04 mile	$400.00	$ 16.00
Selected Roadbed Topping	800 tons	0.78	624.00
1" - 0 Material in Leveling Course	200 tons	1.05	210.00
Preparation of Base	0.04 mile	200.00	8.00
1" - 0 Material in Binder Course	6 cu. yds.	1.05	6.30
Furnishing and Placing Aggregates	30 cu. yds.	2.30	69.00
MC-2 Asphalt	1 ton	45.00	45.00
120-150 Asphalt	2 tons	45.00	90.00
RS-1 Asphalt	1 ton	45.00	45.00
			$ 1,113.30
Flagging (57½% of Contractor's Cost)	All Required		100.00
	Subtotal		$ 1,213.30
	10% Engr. & Cont.		120.70
	Total		$ 1,334.00

(SC-Project)

Flashing Signals with Short Arm Gates (By UPRR Co.)	All Required	$ 18,200.00
	Subtotal	$ 18,200.00
	10% Engr. & Cont.	1,800.00
	Total	$ 20,000.00
	Total Cost	$ 21,334.00

Length of Roadway - - - - - 0.043 Mile
Cost of Roadway Per Mile- - $533,350.00

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	Railroad Funds
S-Roadway	$ 1,334.00	$ 800.00	$534.00	$
SC-Flashing Signals (RR)	20,000.00	18,000.00		2,000.00
	$21,334.00	$18,800.00	$534.00	$2,000.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Contract 5564

[illegible]

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JUN 26 1962

FOR FILING

Monthly transaction number	F R-2A U.S. DEPARTMENT OF COMMERCE (-57) BUREAU OF PUBLIC ROADS	State **Oregon**
Project report number 6	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County **Baker**
		Project number **S-SG-168(3)**

5 430(8)

5564

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **December 30**, 19 59, is hereby modified as follows:

Revised estimated total cost of project	$ **29,274.00**
Revised Federal funds	$ **25,946.00**
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 22 day of June, 19 62.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By R. L. Porter

ASSISTANT State Highway Engineer
(Title)

By ____________________

____
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ XX A. W. Parsons
Division Engineer

By: L. R. Backlund
L. R. Backlund
Administrative Manager

June 20, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway official, for the Haines Section (UPRR Grade Crossing), Project No. S-SG-168(3).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:ra

May 17, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for modification of project agreement, revised to conform with estimated cost of railroad crossing signals as set forth in Railroad agreement, for the Haines Section (UPRR Grade Crossing), Project No. S-SG-168(3).

We are also forwarding two copies of agreement, dated September 15, 1961, File No. PUX 309, with the Union Pacific Railroad Company, relative to railroad crossing signal on the above-mentioned project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RMC:bb

Federal-Aid Secondary
Project No. S-20-168(3)

Oregon State Highway Department

HAINES SECTION (UPRR GRADE CROSSING) OF THE HAINES-ANTHONY HIGHWAY IN BAKER COUNTY

(Revised estimate as a basis for modification of project agreement. Based on low bid prices and estimated cost of Railroad signal work.)

Salem, Oregon, May 17, 1962

Type Code 5231
Roadway (Sta. 11+60 to Sta. 14+08) (Contract No. 5564) (S-Project)

Finishing Roadbed and Slopes	0.04 mile	$400.00	$ 16.00
Selected Roadbed Topping	800 tons	0.78	624.00
1" - 0 Material in Leveling Course	200 tons	1.05	210.00
Preparation of Base	0.04 mile	200.00	8.00
1" - 0 Material in Binder Course	6 cu.yds.	1.05	6.30
Furnishing and Placing Aggregates	30 cu.yds.	2.30	69.00
MC-2 Asphalt	1 ton	45.00	45.00
120-150 Asphalt	2 tons	45.00	90.00
RS-1 Asphalt	1 ton	45.00	45.00
			$ 1,113.30
Flagging (57½% of Contractor's Cost)	All Required		100.00
	Subtotal		$ 1,213.30
	10% Engr. & Cont.		120.70
	Total		$ 1,334.00

(SG-Project)

Flashing Signals with Short Arm Gates (By UPRR Co.)	All Required	$25,400.00
	Subtotal	$25,400.00
	10% Engr. & Cont.	2,540.00
	Total	$27,940.00

Length of Roadway - - - - - 0.043 Mile
Cost of Roadway Per Mile- - $533,390.00

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	Railroad Funds
S-Roadway	$ 1,334.00	$ 800.00	$534.00	$ -
SG-Flashing Signals (RR)	27,940.00	25,146.00	-	2,794.00
	$29,274.00	$25,946.00	$534.00	$2,794.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

HAINES SECTION (UPRR GRADE CROSSING)

PROJECT NO. S-SG-168(3)

(Estimated cost of work by the Union Pacific Railroad Company.)

Materials		$20,211.00
Labor		5,652.00
Salvage Credit		- 430.00 Cr.
		$25,433.00
	USE	$25,400.00

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MAY 23 1932
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5564

May 22, 1962

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Dear Sir:

Re: Haines Grade Crossing
Baker County

We are advised by our field forces that an inspection of the signals and the short-arm gates at the Haines grade crossing has been made and that the installation is satisfactory to this Department.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
cc Mr. C. E. Jaqua
Mr. Forrest Cooper

OREGON STATE HIGHWAY DEPARTMENT

FROM: A. F. Parson

SUBJECT:

TO: G. S. Paxson

DATE: May 7, 1962

Attached is a notice from the Union Pacific Railroad Company that it has completed the signals and short-arm gates at the Haines grade crossing on the Haines-Anthony Secondary Highway. Will you please inspect and advise whether the installation is satisfactory, as we will soon be getting billing from the Railroad for its reimbursable costs.

GSP:ms
attach.
cc Mr. F. D. Morgan

(SIGNATURE)

PLEASE REPLY HERE

Mr. Paxson:

Following is reply from Resident Engineer Cameron after field investigation:

"At your request I have made an inspection of the signals and short arm gates which were installed at the Haines grade crossing. The installation is satisfactory."

/s/ R. R. Cameron
Resident Engineer

NOTED
G. S. PAXSON

RECEIVED
MAY 17 1962
OFFICE OF
STATE HIGHWAY ENGINEER

May 16, 1962

CC: (SIGNATURE) (DATE)

1. SENDER SHOULD DETACH SHEET NO. 4 AND HOLD UNTIL REPLY IS RECEIVED, LEAVING 1st 2 CARBONS INTACT.
2. ADDRESSEE SHOULD REPLY, DETACHING SHEETS, RETAINING SHEET NO. 1 AND RETURNING SHEET NO. 3 TO SENDER.
3. SHEET NO. 2 MAY BE USED AS INFORMATIONAL CARBON COPY OR DESTROYED.

3

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

MAY 4, 1962
File Ref. D 9241 - 32 - 2
W. O. 7633

Mr. Jonel C. Hill,
Public Utility Commissioner of Oregon
Salem 10, Oregon

Atten: Mr. James E. Singleton,
Director of Transportation

Dear Sir:

Confirming telephone conversation of May 3 between Mr. C. M. Jaqua of your office and Mr. Didier of my office, flashing-light signals and short-arm gates have been installed at 4th Street crossing, Haines, Oregon, in compliance with your Order No. 36772.

Installation was completed by the Railroad Companies on April 18, 1962.

Very truly yours,

G.H. Baker
G. H. Baker,
Superintendent

cc:
Mr. R. F. Pullen,
Mayor
Haines, Oregon

Mr. G. S. Paxson,
Deputy State Highway Engineer
Oregon State Highway Department
Salem 10, Oregon

RECEIVED
MAY - 7 1962
OREGON
STATE HIGHWAY COMMISSION

5

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JAN 11 1962

FOR FILING
[illegible](8)

5564

January 10, 1962

St Paul Fire & Marine Ins. Co.,
Pacific Department
200 Mills Bldg., 220 Montgomery St.,
San Francisco 6, California

Gentlemen:

State Highway contract #5564 for grading-oiling the East Unit of the Forest Boundary-Haines Section of the Haines-Anthony Secondary Highway in Baker County was completed by the contractor, Clarence Braden Const. Co., on August 5, 1961, and was formally accepted by the Highway Commission on September 15, 1961.

Final payment in the amount of $13,530.01 will be released to the contractor on or after January 17, 1962. The total contract amount is $476,119.12, of which amount $21,375.95 represents force account items.

You have been previously notified the order discharging Attachment & Garnishment received from C. L. Roberts, which had been filed against this contract.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: St. Paul Fire & Marine Ins. Co.,
Waldron's Inc.,
W. A. Lloyd, Resident Agent
Milton-Freewater, Oregon

cc: Clarence Braden Const. Co.,
22 W. Alder
Walla Walla
Washington

RECEIVED
NOV 28 1961
FOR FILING

5564

November 28, 1961

St. Paul Fire & Marine Ins. Co.
Pacific Department
200 Mills Bldg.
220 Montgomery St.
San Francisco 6, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Clarence Braden Construction Co., contractor on Contract No. 5564, for grading and oiling on the E. Unit, Forest Boundary-Haines Section of the Haines-Anthony Secondary Highway in Baker County.

This payment in the amount of $1,976.18 will be released to the contractor on or after December 5, 1961. The retained percentage is $13 645.77.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn

cc - St. Paul Fire & Marine Ins. Co.
Waldron's Inc.
W.A. Lloyd, Resident Agent
Milton-Freewater, Oregon

Clarence Braden Const. Co.
22 West Alder
Walla Walla, Washington

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 18, 1961

Section East, Unit, Forest Boundary-Haines

Kind of work Grading and Oiling

Highway Haines-Anthony County Baker

Section prefix 101-1039

Contractor Clarence Braden Const. Co.

Contract number 5564

Date of contract November 30, 1959

Specified work days 125

Date work started November 16, 1959

Work days used 126

Project authorization $506,741.92

Exclusive of engineering $466,741.92

Per cent of time elapsed 100.8 %

Estimated cost of completed project, exclusive of engineering $483,264.96

Estimated per cent overrun or ~~underrun~~ 3.9 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $40,000.00

Engineering cost to date $42,500, 106.3 %

Date project was completed August 5, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Seven men worked two days on Semi-final. The Semi-final was taken to Division Office Tuesday Evening.

FINAL REPORT THIS PROJECT

NOTED
JOHN R. OAKES

CB

Paul R. Barnhart

Signed Paul R. Barnhart, Asst. Resident Engineer
for R. R. Cameron, Resident Engineer
Address 2695 church Street, Baker, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

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FOR FILING

-43. (2)

5564

November 17, 1961

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Co.
2525 N. Larrabee Ave.
Portland 17, Oregon

Dear Sir:

This is to advise you that work was completed August 5, 1961, on the East Unit, Forest Boundary-Haines Section in Baker County, State Highway Contract No. 5564.

Agreement with your company is involved in connection with work on this project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:er

RECEIVED
AUG 23 1961
FOR FILING

5564

August 23, 1961

St. Paul Fire & Marine Ins. Co.,
Pacific Department
200 Mills Bldg.,
220 Montgomery St.,
San Francisco 6, California

Gentlemen:

It is the intention of the State Highway Commission to release to Clarence Braden Const. Co , a portion of the funds heretofore retained by the Commission on contract #5564 for grading-oiling the East Unit of the Forest Boundary-Haines Section of the Haines-Anthony Secondary Highway in Baker County.

This payment, in the amount of $54,057.64, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $13,584.65. The present payment will be released on or after August 30, 1961

You were previously notified that there was a Writ of Attachment #3025 and Garnishment against this contractor, which has since been discharged.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: St. Paul Fire & Marine Ins. Co.,
Waldron's, Inc.,
W. A. Lloyd, Resident Agent
Milton-Freewater, Oregon

cc: Clarence Braden Const. Co.,
22 West Alder
Walla Walla
Washington

RECEIVED
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FOR FILING

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5564

Salem, Oregon
August 18, 1961

Grade Crossing Protection
Haines-Anthory Secondary

Mr. A. F. Parson

I have just received from the Union Pacific Railroad Company the agreement covering the installation of the grade crossing signal at Haines. The agreement will be presented to the Highway Commission at its meeting on September 15.

The Railroad refuses to do any work until they have an agreement covering it, but I hope that as soon as we have had it executed by the Commission and returned to them, they can start work on the signal.

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

FORM 2-90 [illegible] 8-61 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 14, 1961

SUBJECT: E. Unit, Forest Boundary-Haines Sec.
Haines-Anthony Highway
Hazardous Railroad Crossing

To:

Mr. G. S. Paxson
Ass't. State Highway Engineer
Salem

Attention: Mr. Tom Edwards

Herewith a copy of a letter from Mr. Cameron pertaining to the railroad crossing at Haines. I concur with Mr. Cameron in that this crossing is extremely hazardous. I would hate to have my children riding in a bus. Can anything be done to speed up the railroad company?

A. F. Parson
Division Engineer

by [illegible] Coulter

AFP:gb

REFERRED TO

[illegible]

CONSTRUCTION DIVISION
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AUG 1 5 1961
NOTED-- ☐ ☑ ☐ ☐ ☐
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RECEIVED
AUG 1 5 1961
OREGON
STATE HIGHWAY COMMISSION

Send copy to
Paxson

FORM E-30 90M 3-61 34397

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
August 8, 1961

SUBJECT: E. Unit, Forest Boundary-Haines Sec.
Haines-Anthony Highway
Hazardous Railroad Crossing

To:
Mr. A. F. Parson
Division Engineer

La Grande, Oregon

The railroad crossing on subject project in the City of Haines is, in its present state, quite hazardous. Trains using the crossing travel at high rates of speed, and sight distance from vehicles using the crossing is extremely limited.

According to the P.U.C. Order No. 36772, which covers our improvement of the crossing, the Union Pacific Railroad was ordered to "furnish and install two automatic flashing light signals with short-arm gates" at the crossing.

Considering that our improvement has made use of the crossing more inviting to the public; and that the crossing will soon be used regularly by school busses, I would suggest that action be taken to restrict the speed of trains using the crossing until such time as the protective devices have been installed, as ordered by the P.U.C.

RRCameron

R. R. Cameron
Resident Engineer

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FOR FILING
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[illegible]

Salem, Oregon
August 18, 1961

Mr. Glen Sorenson

Herewith duplicate copies of an agreement between the Union Pacific Railroad Company and the State covering the installation of crossing signals at Fourth Street in Haines, which is the route of the Haines-Anthony Secondary Highway No. 441. All of our grading work was completed some time ago, and all that remains to be done is the installation of the signals, which will be by Railroad forces.

I have no objection to this agreement, and if it meets with your requirements, would ask that you present it to the Highway Commission for execution at its next meeting.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

AUGUST 15, 1961

(Ref. File: D 9241 - 32 - 2)

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. G. S. Paxson,
Assistant State Highway Engineer

Dear Sir:

Referring to previous correspondence regarding installation of crossing signals at Fourth Street crossing in Haines, Oregon, in connection with construction of Haines-Anthony Section of Highway No. 411:

Herewith two signatory counterparts of agreement covering installation of crossing signals and other incidental work. Will you please review the agreement and if satisfactory have it executed by the Highway Commission, returning both counterparts for completion on the part of the Railroads, after which one fully-executed copy will be returned for your record.

Also, in this connection, after the agreement is executed, would appreciate authorization from you to proceed with installation of the crossing signals.

Yours very truly,

G H Baker
G. H. Baker,
Superintendent

encs.

RECEIVED
1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 18 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 10 1961
FOR FILING

5564

August 9, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 5, 1961, on Contract No. 5564, East Unit, Forest Boundary-Haines Section, in Baker County, in connection with Federal Aid Project No. S-430(2), S-30-168(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

cc: H. S. Cox

RECEIVED
JUL 14 1961

~~FOR FILI~~

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION 5564

JULY 5, 1961

(Ref. File: D 9241 - 32 - 2)

Hon. Ray Pullen, Mayor,
Haines,
Oregon.

Dear Mayor Pullen:

Referring to Mr. Singleton's letter of June 26 and your letter of June 19 relative to installation of signals at 4th Street Crossing, Haines, Oregon:

Agreement between the State and Railroad Company is now being prepared covering installation and maintenance of the signals at this crossing and as soon as it has been executed by the parties, material will be ordered and installation made. However, at this time I am unable to advise date of installation.

Yours very truly,

G H Baker

G. H. Baker,
Superintendent

cc:
Mr. Jonel C. Hill,
Public Utility Commissioner of Oregon
Salem, Oregon
(Atten: Mr. James E. Singleton,
Director of Transportation)

✓ Mr. G. S. Paxson,
Ass't. State Highway Engineer
Oregon State Highway Department
Salem, Oregon

NOTED

RECEIVED
JUL 11 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 11 1961
Office OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 28 1961
FOR FILING

PUBLIC UTILITY COMMISSIONER
SALEM, OREGON

June 26, 1961

In Reply Please Refer to File No.
F-2653

Hon. Ray Pullen, Mayor,
Haines,
Oregon.

Dear Mayor Pullen:

Your letter of June 19th, in which you express concern over the delay in the installation of signals at the 4th Street Crossing in Haines has been received.

Supt. G. H. Baker of the Union Pacific Railroad has been furnished a copy of your letter together with a request from this office that he communicate with you regarding the approximate date the signals will be in operation.

As you know, considerable delay has been caused by the complexities of the circuiting and installation arrangements, and the necessity for securing agreements between all parties concerned before the proper signals can be ordered and installed. It is our understanding that these details have now been taken care of, and that the installation of the signals will soon be possible.

Very truly yours,

JOREL C. HILL, Commissioner

By

James E. Singleton
Director of Transportation

JES:cpb

CC: Mr. G. H. Baker, Union Pacific Railroad Co.,
2525 N. Larrabee Street, Portland 17, Oregon.

Mr. G. S. Paxson, Asst. Highway Engineer,
Oregon State Highway Department, Salem, Oregon.

RECEIVED
JUN 27 1961
OFFICE OF
STATE HIGHWAY ENGINEER

COPY

PUBLIC UTILITY COMMISSIONER
SALEM, OREGON

June 26, 1961

*In Reply Please Refer
to File No.*

Mr. G. H. Baker, Supt.,
Union Pacific Railroad Co.,
2525 N. Larrabee Street,
Portland 17, Oregon.

Dear Mr. Baker:

Enclosed is a copy of a letter from the Mayor of Haines, Oregon, expressing concern over the delay in the installation of signals at the 4th Street Crossing 2A-331.6.

As you will recall, flashing light signals and short arm gates were ordered installed on August 6th, 1959 by Commissioner's Order No. 36772. The proposed installation was approved by the Commissioner on February 17, 1960.

Please advise Mr. Pullen as to when the signals will be in operation and favor us with a copy of your letter to him.

Very truly yours,

JOMEL C. HILL, Commissioner

By

James E. Singleton
Director of Transportation

JES:cpb

CC: Mr. Ray Pullen, Mayor, Haines, Oregon.

Mr. G. S. Paxson, Asst. Highway Engineer,
Oregon State Highway Department, Salem, Oregon.

COPY

TOWN OF HAINES
HAINES, OREGON

June 19, 1961

Mr. Jogua

Mr. Jonel C. Hill, Commissioner
Public Utilities Commissioner
Salem, Oregon

Dear Sir:

Re: File F-2653

Attention: Harry E. Lamb
Examiner

We refer to the above file in regard to Order No. 36772, Haines Grade Crossing project. Correspondence concerning this matter dates back to 1959.

At this date nothing has been done towards carrying out this order, and no signal has been installed at this crossing.

Oiling of the Anthony Lakes road is to begin this week, and the summer traffic to the lake has begun. We anticipate that the traffic over the crossing will increase considerably and would appreciate it if the railroad signal could be installed at as early a date as possible.

Please let us hear from you regarding this matter. Thank you.

Yours very truly,

Mayor

RP:LC

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APR 11 1961
FOR FILING
S-430(2)
S-SS-168(3)
5564

April 10, 1961

Mr. C. G. Falk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 3, Account No. 279, covering the repair and enlargement of irrigation facilities and ditches on the East Unit, Forest Boundary-Haines Section of the Haines-Anthony Highway in Baker County, Contract No. 5564, in connection with Federal Aid Project No. S-430(2).

Slides and washing have damaged the irrigation diversion box at Station 312, ditches and fencing.

The grading contractor, who constructed the above, has moved all equipment from the project. The irrigation season is very close and the diversion box must be repaired for use. The cost of bringing equipment from Walla Walla would be much greater than doing the work by State forces. State forces and equipment are readily available.

The total estimate amount of the order is $1,700 with Federal participation of $1,020.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

D. B. Porter
Office Engineer

DBP:bb

Enc.

RECEIVED
MAR 14 1961

FOR FILING

S-430 (2)
S-SH-168 (3)
5564

March 13, 1961

St. Paul Fire and Marine Insurance Co.
Pacific Department
200 Mills Building
San Francisco 6, California

Attention: Alfred Spalding, Assistant Superintendent
Bond Department

Dear Mr. Spalding:

This is to acknowledge your letter of March 10 concerning your recent status report covering the claims pertaining to Contract 5564, grading-oiling the East Unit, Forest Boundary-Haines Section on the Haines-Anthony Secondary Highway in Baker County.

We have examined our records concerning claims or assignments filed on this contract. There have been no claims filed with this office. However, as stated in your letter, we notified you on October 4, 1960 of the attachment filed by C. L. Roberts in the amount of $734.80 and on October 6, 1960 our letter informing you that we had received an order discharging the writ of attachment.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:rj

The St. Paul Western Insurance Companies
FOUNDED 1853

ST. PAUL FIRE and MARINE INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

PACIFIC DEPARTMENT, 200 Mills Building, SAN FRANCISCO 6, CALIFORNIA Phone SUtter 1-4022

Oregon State Highway Commission
Salem,
Oregon.

Attention: C.W. Head - Asst.Secretary

Bond 404FG4243C
Principal: Clarence Braden Construction Company
Obligee: State of Oregon
Grading & Oiling East Unit Forest Boundary - Haines Section, Haines -Anthony Highway #5564

Dear Sir:

On a status report we recently sent you, you indicated that there was a claim or an assignment on file and that we had been previously notified about it. The prior three status reports did not indicate that any claim was on file, although you did notify us on October 4th about an attachment filed by C.L.Roberts in the amount of $734.80; however, on October 6th you notified us that you had received an order discharging the writ of attachment. Since that time we have not had notice of any claims.

Correct

We would greatly appreciate it if you would recheck your records and if there are any claims on file, we would much appreciate it if you would identify them for us.

None

Yours truly,

Alfred Spalding - Asst.Supt.
Bond Department

tn

March 10, 1961

RECEIVED
MAR 13 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

Western Life Insurance Company —— *A St. Paul Fire and Marine Insurance Company Affiliate*

RECEIVED
NOV 10 1960

FOR FILING
I-430 (2)
S-19-168 (2)
5564

Salem, Oregon
November 9, 1960

Increase in Project Authorization
E. Unit, Forest Bdry.-Haines Sec.
Contract No. 5564, Baker County

Mr. L. C. Stratton
Resident Highway Engineer

This is to advise you that at its meeting on November 3, 1960, the State Highway Commission approved an increase of $50,175.41 in the Project Authorization for Contract No. 5564, E. Unit, Forest Boundary-Haines Section in Baker County.

The new construction authorization is $506,741.92. This amount should be used in all future reports.

R. L. Porter
Office Engineer

cc: A. F. Parson

RECEIVED
OCT 10 1960
FOR FILING

430 (3)
19-164 (3)
5564

October 6, 1960

St. Paul Fire & Marine Insurance Company
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

This is to inform you that Mr. C. H. Nelson, our Auditor, has received an order discharging Writ of Attachment No. 3029 and Garnishment against Clarence Braden, dba Clarence Braden Const. Co. This is in connection with State Highway Contract No. 5564 for grading and oiling the E. Unit, Forest Boundary-Haines Section of the Haines-Anthony Secondary Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Lloyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

CC:
Waldron's, Inc.
Milton-Freewater, Oregon
Attn: W. A. Lloyd, Res. Agent

NOTED ON CARD
LC

Clarence Braden Const. Co.
22 W. Alder
Walla Walla, Wn.

(Discharge order filed in Contract)

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

FORM E-50 50M 2-60 26118

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 5, 1960

SUBJECT: Writ of Attachment - Clarence Braden

To: Floyd Query
Building

Attached hereto an Order Discharging Attachment and Garnishment against Clarence Braden, d/b/a Braden Construction Company, for all monies due under Contract No. 5564.

We have released estimate payment in the amount of $75,133.16 and will release all future payments to Braden Construction Company under this contract in accordance with the attached release.

C H Maison

C. H. Maison
Auditor

hs

Attachments

cc: John Herr

NOTED
C. W. HEAD

RECEIVED
OCT 10 1960
FOR FILING

S-430 (2)

5564

October 4, 1960

St. Paul Fire & Marine Insurance Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

Attached is photocopy of Writ of Attachment No. 3025, C. L. Roberts vs. Clarence Braden, dba Clarence Braden Const. Co., defendant, in the amount of $734.80 plus interest at the rate of 6 percent per annum from September 24, 1959, and attorney fees in the amount of $250.

This appears to be in connection with State Highway Contract No. 5564 with Clarence Braden Const. Co. for grading and oiling the E. Unit, Forest Boundary-Haines Section of the Haines-Anthony Secondary Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

Enc.

CC:
Waldron's, Inc.
Milton-Freewater, Oregon
  Attn: W. A. Lloyd, Res. Agent

NOTED ON CARD
ec

Clarence Braden Const. Co.
22 W. Alder
Walla Walla, Wn.

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

FORM No. [illegible]—WRIT OF ATTACHMENT—[illegible] and Return.

In the Circuit Court of the State of Oregon

for the County of **Sherman**

Return made as follows: ✓

Contract estimate payment No. 8 on Contract No. 5564 in the amount of $75,133.16.

C. L. ROBERTS

Plaintiff

vs.

CLARENCE BRADEN, dba Clarence Braden Construction Company.

Defendant

NO. 3025

Writ of Attachment

TO THE SHERIFF OF THE COUNTY OF Marion *GREETING:*

WHEREAS, the above entitled action was commenced in the Circuit Court of the State of Oregon, for the County of **Sherman** *by the plaintiff in the said action, to recover from the defendant in the said action the sum of* Seven Hundred Thirty-Four and 80/100 - - - - - - - - - -*Dollars, lawful money of the United States, besides interest at the rate of* **six (6)** *per cent. per* **annum** *from the* **24th** *day of* **September** *, 19* **59** *, and* **attorney's fees in the amount of Three Hundred Fifty Dollars ($350.00)**

and costs of suit and the necessary affidavit and undertaking herein having been filed as required by law.

NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON, you are hereby commanded and required that you attach and safely keep all the property of the said defendant **Clarence Braden, dba Clarence Braden Construction Company.**

within your said County, not exempt from execution, or so much thereof as may be sufficient to satisfy said plaintiff's demand, namely: the said sum of Seven Hundred Thirty-Four and 80/100- *Dollars, lawful money of the United States, besides interest at the rate of* **six** *per cent. per* **annum** *from the* **24th** *day of* **September** *, 19* **59***, and* **$350.00 attorney's fees** *and* / / / / / / / / / / / *costs and expenses of the action, and of this writ make legal service and due return to me.*

WITNESS my hand and seal of said Circuit Court, this 29th *day of* September *, 19* 60.

/s/ Marie Hoskinson

C. L. ROBERTS

Plaintiff

vs.

CLARENCE BRADEN, dba Clarence Braden Construction Company,

Defendant

Contract estimate payment No. 8 on Contract No. 5564 in the amount of $75,133.16.

NO. 3025

Writ of Attachment

TO THE SHERIFF OF THE COUNTY OF Marion GREETING:

WHEREAS, the above entitled action was commenced in the Circuit Court of the State of Oregon, for the County of Sherman by the plaintiff in the said action, to recover from the defendant in the said action the sum of Seven Hundred Thirty-Four and 80/100 - - - - - - - - - - Dollars, lawful money of the United States, besides interest at the rate of six (6) per cent. per annum from the 24th day of September, 1959, and attorney's fees in the amount of Three Hundred Fifty Dollars ($350.00)

and costs of suit and the necessary affidavit and undertaking herein having been filed as required by law.

NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON, you are hereby commanded and required that you attach and safely keep all the property of the said defendant Clarence Braden, dba Clarence Braden Construction Company, within your said County, not exempt from execution, or so much thereof as may be sufficient to satisfy said plaintiff's demand, namely: the said sum of Seven Hundred Thirty-Four and 80/100- Dollars, lawful money of the United States, besides interest at the rate of six per cent. per annum from the 24th day of September, 1959, and $350.00 attorney's fees and / / / / / / / / / / / / costs and expenses of the action, and of this writ make legal service and due return to me.

WITNESS my hand and seal of said Circuit Court, this 29th day of September, 1960.

/S/ Marie Hoskinson
Clerk.

By
Deputy.

(Seal)

STATE OF OREGON,
County of Marion } *ss.*

I hereby certify that I received the within named Writ of Attachment on the .... *day of* .... *, 19*........, *and executed the same on the* .... *day of* .... *, 19*........, *in* .... *County, Oregon, by levying upon and attaching at the suit of the within named* ....

Plaintiff... *herein, all the right, title and interest of the within named* ....

Defendant *herein, in and to the personal property situated in said* .... *County, Oregon, described as follows:*

and that I have levied upon and attached the same, by

Sheriff of .... *County, Oregon,*

By .... *Deputy.*

No. ....

In the Circuit Court

of the State of Oregon

FOR .... COUNTY

.... *Plaintiff*

vs.

.... *Defendant*

Writ of Attachment

(FORM No. 48)

Filed ...., *19*

.... *Clerk.*

By .... *Deputy.*

STATE OF OREGON,
County of Marion } *ss.*

I, Denver Young, *Sheriff of* Marion *County, do hereby certify that I have carefully compared the foregoing copy of Writ of Attachment with the original thereof; that it is a correct transcript therefrom and of the whole thereof*

I hereby certify that I received the within named Writ of Attachment on the .... day of ...., 19......, and executed the same on the .... day of ...., 19......, in .... County, Oregon, by levying upon and attaching at the suit of the within named ....

Plaintiff... herein, all the right, title and interest of the within named ....

Defendant... herein, in and to the personal property situated in said .... County, Oregon, described as follows:

and that I have levied upon and attached the same, by

Sheriff of .... County, Oregon,

By .... Deputy.

No. ....

In the Circuit Court
of the State of Oregon

FOR .... COUNTY

.... *Plaintiff*

vs.

.... *Defendant*

Writ of Attachment
(FORM No. 48)

Filed ...., 19......

.... *Clerk.*

By .... *Deputy.*

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Marion } ss.

I, Denver Young, *Sheriff of* Marion *County, do hereby certify that I have carefully compared the foregoing copy of Writ of Attachment with the original thereof; that it is a correct transcript therefrom and of the whole thereof.*

Dated this 30th *day of* September, 1960.

X Denver Young

Sheriff of Marion *County, Oregon,*

By C Pendergraft *Deputy.*

RECEIVED
OCT 10 1960

FOR FILING

S-435 (2)
S-14 168 (3)
5564

Salem, Oregon
October 4, 1960

NOTED ON CARD
dc

Mr. C. H. Maison
Auditor
Office

As you know, Writ of Attachment No. 3025 was served on Don Taylor of your department last Friday afternoon, September 30. Upon receipt of this Writ of Attachment No. 3025, C. L.Roberts vs. Clarence Braden, dba Clarence Braden Const. Co., it was forwarded to our Legal Division for answer to the garnishment. It is our understanding that this Writ of Attachment was turned over to Mr. Leo Nuttman who, in turn, approved it and forwarded it to you.

This Writ of Attachment is in connection with State Highway Contract No. 5564 with Clarence Braden Const. Co. for grading and oiling the E. Unit, Forest Boundary-Haines Section of the Haines-Anthony Secondary Highway in Baker County.

Please hold up future payments in connection with this contract until further notice.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

(Writ filed in Contract #5564)

RECEIVED
OCT [illegible] - 1960
FOR FILING
S-430(2)
SG-168 (3)
5564

October 3, 1960

Oregon State Highway Commission

Gentlemen:

It has become apparent that the project authorization for the East Unit, Forest Boundary-Haines Section of the Haines-Anthony Highway, Contract No. 5564, will overrun $50,175.41. This represents 11 percent of the original project authorization.

The main cause of this overrun is attributed to a large overrun in selected roadbed topping and in long overhaul. The selected roadbed topping overran due to the fact that the planned eight inches was not strong enough to carry construction traffic through the project and had to be increased in depth. The earthwork items overran on this project due to shrinkage of the material in a degree which was not anticipated.

It is therefore requested that the project authorization be increased $50,175.41 from $456,566.51 to $506,741.92.

This will be on the agenda for the November 3-4 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc: Mr. Tom Edwards
FBK:fp ms

FORM E-30 80M 2-60 26119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 27, 1960

SUBJECT: East Unit, Forest Boundary-
Haines Section
Haines-Anthony Highway
Contract No. 5564

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Enclosed find report on expected overrun of project authorization on this project requesting an increase in the project authorization of $50,741.41. This represents 11 per cent of the original project authorization.

The major causes of the overrun were Items No. 5, Long Overhaul; No. 15, 12-inch Concrete Pipe; No. 32, Selected Roadbed Topping; Extra Work Order No. 3 for borrowing material to complete the project; Price Agreement No. 2 for perforated metal pipe; and Price Agreement No. 4 for fencing.

Item No. 5, Long Overhaul, overran due to the fact that the shrink factor was miscalculated on location. Item No. 15 overran due to the fact that drainage conditions were overlooked on location which had to be corrected during the construction of the project. Item No. 32, Selected Roadbed Topping, overran as the planned 8 inches was found to be insufficient to carry the construction traffic over the project and additional was required. Extra Work Order No. 3 for borrow materials to complete the fills overran a small amount. Price Agreement No. 2 overran as additional perforated pipe was necessary to cure unanticipated drainage problems. Engineering will also overrun about $7,500 due to extensive alterations in the plans necessary during construction. The job had to be rebalanced and extensive drainage changes made. In addition, the contractor worked a six-day week most of the time and maintained two sets of scales.

These overruns in items, offset by savings in contingencies and minor underruns, amount to the requested $50,741.41. It is therefore recommended that the project authorization be increased from $456.566.51 to $506,741.92. A rough draft of a letter to the Commission requesting this increase in enclosed.

NOTED
FORREST COOPER

Tom Edwards
Construction Engineer

By F Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp
Enc.

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
Sept. 13, 1960

NOTED
C. D CANNON

SUBJECT: Report on Expected Over-run
of Project Authorization
E. Unit, Forest Boundary-
Haines Section
Haines-Anthony Highway

To: Mr. A. F. Parson
Division Engineer
La Grande, Oregon

NOTED
H.S.C.

Enclosed is a Report on Overrun of Project Authorigation for the subject project.

Reason for overrun of items are as shown below.

Item 5: Long Overhaul
Excavation ran short and material was hauled from the materials source to make the embankment. Shortage of excavation was due in the main, I believe , to too small a swell factor being used on the plans.

Item 15: 12" Conc. Pipe
Most additional pipe was used to secure drainage in roadside borrows.

Item 32 : Selected Roadbed Topping
Construction quantity were calculated for a maximum of 8" on most of the roadbed from the beginning of project to Sta. 278 (see const. plans). This was found to be applicable to only a small segment of the total length. Also no extra was allowed for some rather extensive county road approaches.

P.A. No. 2:12" Corr. Metal Perf. Pipe
This overrun is due to pipe being used in locations addditional to those shown on the P.A. to cure drainage problems encountered.

Engineering:
This overrun is due in part to the contractor working on a six day week on most of the time on the job. Also such things as running two sets of scales have not help to keep costs down. Another reason is the ammount of field and office time that has had to be expended making alterations in the location of road side borrows and irrigation systems to secure proper drainage.

L. C. Stratton

L. C. Stratton
Resident Engineer

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SEP 14 1960
DIVISION OFFICE
LA GRANDE

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FOR FILES

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Sq-169(3)
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OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
Sept. 13, 1960

NOTED
C. D. CANNON

SUBJECT: Report on Expected Over-run
of Project Authorization
E. Unit, Forest Boundary-
Haines Section
Haines-Anthony Highway

To: Mr. A. F. Parson
Division Engineer
La Grande, Oregon

H.S.C.

Enclosed is a Report on Overrun of Project Authorigation for the subject project.

Reason for overrun of items are as shown below.

Item 5: Long Overhaul
Excavation ran short and material was hauled from the materials source to make the embankment. Shortage of excavation was due in the main, I believe , to too small a swell factor being used on the plans.

Item 15: 12" Conc. Pipe
Most additional pipe was used to secure drainage in roadside borrows.

Item 32 : Selected Roadbed Topping
Construction quantity were calculated for a maximum of 8" on most of the roadbed from the beginning of project to Sta. 278 (see const. plans). This was found to be applicable to only a small segment of the total length. Also no extra was allowed for some rather extensive county road approaches.

P.A. No. 2: 12" Corr. Metal Perf. Pipe
This overrun is due to pipe being used in locations addditional to those shown on the P.A. to cure drainage problems encountered.

Engineering:
This overrun is due in part to the contractor working on a six day week on most of the time on the job. Also such things as running two sets of scales have not help to keep costs down. Another reason is the ammount of field and office time that has had to be expended making alterations in the location of road side borrows and irrigation systems to secure proper drainage.

L. C. Stratton
L. C. Stratton
Resident Engineer

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SEP 14 1960
DIVISION OFFICE
LA GRANDE

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1960
FOR

Form No. [illegible]

4

OREGON STATE HIGHWAY DEPARTME

Report on Expected Over-run of Project Authorization

Project Name N. Unit, Forest Boundary-Haines
Date September 13, 1960
Highway Haines-Anthony
Contract No. 5564
County Baker
Kind of Work Grading & Oiling
Contractor Clarence Brandon Const. Co.

Contract Amount $399,936.00

5-430 (2)

Expected over-runs and under-runs in contract items:

Major items, itemized: 5564

	Quantity		Unit Price	Amount
Long Overhaul	46,540	C-yd. sta.	0.35	16,289.00
12 inch Concrete pipe	905	lin. ft.	2.77	2,506.85
Selected Roadbed Topping	26,400	Ton	0.78	20,592.00
1"-0 Material in Leveling Course	-3,789	Ton	1.05	- 3,978.45

Minor items, unitemized algebraic total -728.82

Subtotal $434,378.58

Approved work orders (Price, extra work and state force orders) $20,800.58

Expected over-runs and under-runs in work orders:

Major items, itemized:

	Amount
P.A. No. 2 12" Corr. Metal Perf. Pipe and 3/8"-0 Special Backfill	2,942.00
P.A. No. 4 Type I & II Fence	4,970.50
E.W.O. No. 3 Loading, hauling and placing General Excavation, Unclassified.	1,721.58
Minor items, unitemized algebraic total	728.68

Subtotal $465,741.92

Authorization for engineering $32,466.95

Expected over-run or under-run of engineering authorization $7,533.05

Costs not included above (explain) $

Allowance for future contingencies (——% of work remaining) $1,000.00

Credits to come from transfers and deductions $

Present estimate of project cost $506,741.92

Brief Statement of principal causes of over-run:

See attached letter.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization $456,566.51
Present estimate of project cost $506,741.92
Expected over-run (Amount) $50,175.41
Expected over-run (per cent) 11.00%

Space to right of this line is for use of Salem office.

Submitted by: Resident Engineer

Confirmed by: Division Engineer

Noted by: Construction or Bridge Engineer

Noted by: Deputy or Assistant State Highway Engineer

State Printing 86719

RECEIVED
FORM E-30X—50M—2-58
1960

FOR FILING

S 430 (2) –

5564

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 4, 1960

To: Memorandum

SUBJECT: Utility Billing - Final Voucher
Oregon Project S 430 (2)
Contract No. 5564
Haines Telephone Company

An office audit has been made of the utility bill submitted by the Haines Telephone Company.

Citation is made in the total amount of $651.24. No written agreement was executed between the State and the Utility as required by paragraph 7 (a) of Policy and Procedure Memorandum 30-4.

C. H. Maison
Auditor

cc:
Bureau of Public Roads
R. L. Porter (2)
Carl Smith
General Files

A

RECEIVED
AUG 2 - 1960
FOR FILING

S 430(2)

5564

Salem, Oregon
August 2, 1960

Mr. C. A. Gardner

Herewith letter from the Union Pacific Railroad Company relative to insurance of the Clarence Braden Construction Company on the Haines-Anthony Secondary Highway.

Will you please take this up with the contractor so that the insurance is cleared up with the Railroad Company.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

[illegible]

[illegible] AVE
PORTLAND [illegible] OREGON

JULY 25, 1960

Ref. File: D 9241 - 32 - 2.

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. [illegible] S. Paxson,
Asst. State Highway Engineer

Dear Sir:

HAINES-ANTHONY SECONDARY HIGHWAY

Please refer to my letter of June 21st advising that Fireman's Fund Insurance Company Policy X-1052, furnished by Clarence Braden Construction Company on the captioned project, would expire July 1st.

While letter of June 29th has been received from Clarence Braden Construction Company's Insurance Agent, saying the endorsement extending the policy was being prepared, it has not yet been received in this office. It will be appreciated if, as previously requested, original endorsement can be furnished this office at an early date.

Yours very truly,

G. H. Baker,
Superintendent

cc: Clarence Braden Construction Company
22 W. Alder
Walla Walla, Washington

A

RECEIVED
JUN - 3 1960
FOR FILING

S-430 (2) -

5544

June 2, 1960

1698

Mr. Vance O. Dix, Manager
Haines Telephone Company
Haines, Oregon

Dear Mr. Dix:

We wish to inform you that a check for the work done byyour company on the East Unit, Haines-Forest Boundary Section of the Haines-Anthony Highway in Baker County was mailed from the Salem office on June 1. We regret the delay in this payment.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards

CHB:fp fn

FORM E-123-X 50M 6-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 1, 1960

Mr. Vance O. Dix, Manager
Haines Telephone Company
Business Office
Haines, Oregon

Re: Telephone Line Adjustments
East Unit, Forest Boundary
Haines-Anthony Highway
Baker County

Dear Mr. Dix:

We are enclosing herewith our check No. A 99046 in the amount of $223.60 covering payment for relocating your telephone lines on the Forest Boundary Section of the Haines-Anthony Highway in Baker County.

We wish to thank you for calling this to our attention as the estimate which you submitted on December 11, 1959, was approved as a lump sum payment, and should have been paid immediately upon completion of work as certified by our Resident Engineer.

We trust this late payment has caused your Company no hardship.

Very truly yours,

W. C. Williams
State Highway Engineer

By:
C. H. Maison
Auditor

[illegible]

CHM:hs

Enclosure

cc: Forrest Cooper

NOTED
FORREST COOPER

RECEIVED
JUN - 1 1960
OFFICE OF
STATE HIGHWAY ENGINEER

PLEASE RETURN TO
FORREST COOPER

INDEPENDENT

HAINES TELEPHONE COMPANY

Business Office

HAINES, OREGON

May 26, 1960

Ref: Dec. 16, 1959 letter
Telephone Line Adjustments
East Unit, Forest Boundary
Haines Section
Haines-Anthony Highway
Baker County

Mr. W. C. Williams
Oregon State Highway Engineer
Salem, Oregon

Dear Sir:

I have been advised by the Public Utilities Commission to write to you with regard to the payment for work done on relocation. According to your letter to us dated December 16, 1959 from Tom Edwards, Construction Engineer, our submitted estimate dated December 11, 1959 was approved and payment would be made upon completion of work as certified by your resident engineer.

The work was completed in January, 1960. The resident engineer was notified and he verified that his report of work done had been taken care of.

We have received no payment to date. Could you advise us with regard to this matter.

Edw
11/6/30

Very truly yours,

Vance O. Dix

Vance O. Dix, manager

VOD:md

NOTED
FORREST COOPER

RECEIVED
MAY 27 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 27 1960

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FOR FILING
S-430(2) —
5564

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 24, 1960

SUBJECT: Utility Billing - Final Voucher
Oregon Project S-430 (2)
California Pacific Utilities Company

To: Memorandum

An office audit has been made of the Utility billing on the subject voucher. Since the records of the California Pacific Utilities Company are located in San Francisco, California, the cost of a 100% audit on a billing of this size ($1,160.27) is not feasible.

No citations were made on this bill. The total amount, $1,160.27, as claimed by the California Pacific Utilities Company is approved for payment. Federal participation is requested on this bill without a 100% audit.

C. H. Maison
Auditor

CC: Bureau of Public Roads
R. L. Porter (2)
Carl Smith
General Files

A

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FOR FILING

8430(2)
886 16-(3)
5564

1634

April 18, 1960

Mr. Pete Schoeningh
R. F. D.
Haines, Oregon

Dear Sir:

Reference is made to your letter of April 5, 1960 concerning construction features of the East Unit, Forest Boundary-Haines Section of the Haines-Anthony Highway.

Mr. A. F. Parson, Division Engineer, has called on and discussed with you the various problems mentioned in your letter. He reports that all of the problems were settled to your satisfaction.

Please feel free to contact Mr. Stratton or Mr. Parson on any other problems that may arise.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. Forrest Cooper
Mr. Tom Edwards
Mr. A. F. Parson

FBK:fp ae

FORM B-30 20M 11 59 15890

CONSTRUCTION DIVISION
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APR 14 1960
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
April 13, 1960

SUBJECT: Mr. Pete Schoeningh
E.Unit, Forest Boundary-Haines Section
Haines-Anthony Secondary Highway

To:

Mr. Tom Edwards
Construction Engineer
Salem

Attention: F. B. Klaboe

Reference is made to your teletype 80.

On this date I have contacted Mr. Schoeningh, who has purchased a portion of the McCullaugh property on the Haines-Anthony Highway.

Mr. Schoeningh was very apologetic for having written the letter because he saw Mr. Stratton shortly afterwards and got answers to most of his questions. Apparently he has been victimized to the extent of $150. per acre for 400 acres, and is a little irked at the position he has gotten himself into.

Questions that you suggested are as follows:

No. 1 He understood that we were building a 4-lane highway, when he found out it was only 2-lane he with drew his objection.

No. 2 I showed him where he was wrong regarding the one foot in front of his yard. We cut considerable more than this due to curvature. He asked that we do not cut any of the large trees which are on the right of way line and I assured him that we would not.

No. 3 I advised him that we intended to place settling basin in front of his siphon where a greal deal of sand comes down the irrigation ditch. Also that we were fulfilling our obligations of our option when we purchased right of way.

No. 4 & 5. There was one culvert that he thought might wash his fence posts. I assured him that this was not being changed and when the culvert was installed and we could see how it worked we could place some rip rap if there was any indication of erosion.

No. 6 The fences are to be built by the owner in accordance with our option and he said he had no complaint thereto.

No. 7 He said there must of been a misunderstanding in his letter because he knows that no new fences have been constructed on the job, anywhere, at the present time. He intends to build his own fence after the highway is completed.

No. 8 He was advised that we are liable for any and all irrigation facilities where we disturb them and that I had received assurance from the contractor that all irrigation facilites on the entire right of way would be completed within the next ten days.

Mr. Schoeningh is a man about 25 years old and was polite and reasonable to talk to and I do not believe an answer to his letter is necessary.

A. F. Parson
Division Engineer

AFP:gb

Haines, Oregon
April 5, 1960

REFERRED TO
Cooper
By State Highway Engineer

PLEASE RETURN TO
FORREST COOPER

Head Engineer
Department of Highways
Salem, Oregon

Dear Sirs,

I would like to go on written record as being opposed to the plan of construction of the new Haines-Anthony Lakes state highway and its culverts and irrigation syphon facilities. I have had recent satisfactory talks with Mr. Lawrence Stratton in Baker Oregon, but feel I should take my problems even higher. Having recently purchased a 400 acre ranch bordering about a mile of highway frontage I find that I am suffering from the agreements entered into by the previous owner with the State and the Construction Co. I was not aware of these at purchase time. We do not need a super highway to dead end at Anthony Lakes, with high speed turns that reduce my purchased acreage by about 4 acres. I will gladly refund the purchase price if you will change to a plan of paving the existing road. I will do likewise if the road right of way can be moved out about one foot to my front yard fence rather than inside my yard a foot. I would like some written assurance that if and when the syphon irrigation pipes crossing the road and bringing water to my pastures become clogged with silt peculiar to this area and other debree, that they will be cleaned and/or cleared immediately by someone other than myself. This is a real problem based, according to the old-timers here, on the fact that the Muddy Creek area is subject to tremendous amounts of silt and coarse sand washing downstream and making a problem of maintenance of narrow and deep laid pipes as these new ones are. Culverts should be far enough away, or cement lined near the fence lines to prevent eroding the fences down. Fences indescriminately knocked down in laying of these pipes, or any road work should be replaced immediately *before* the cattle get out. Where new fence is called for, I will return the price you paid for fencing if you will see to it the fence is built in accordance with good fencing standards - I dont have time and don't feel its my obligation. Construction of the siphon irrigation pipes and concrete heads should be completed by irrigation season or I will sue for gross damage.

RECEIVED
APR - 8 [illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

Sincerely

Pete Schoeningh

R.F.D.

Haines, Oregon

A

FORM 2-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
DEC 17 1959
FOR FILING

[illegible]
[illegible]
5564

December 16, 1959

Clarence Braden Construction Co.,
22 West Alder
Walla Walla
Washington

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5564, awarded November 30, 1959, for grading-oiling the East Unit of the Forest Boundary-Haines Section of the Haines-Anthony Secondary Highway in Baker County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
DEC - 9 1959
FOR FILING

S 430(2)
S SG 168(3)
5564

A

December 8, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on November 16, 1959, on Contract No. 5564, E. Unit, Forest Boundary-Haines Section, in Baker County, in connection with Federal Aid Project Nos. S-430(2) and S-SG-168(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

RECEIVED
DEC - 3 1959

FOR FILING

[illegible]

[illegible]

5564

December 2, 1959

Mr. R. M. Brown
District Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Dear Sir:

We are mailing, under separate cover a copy of Contract No. 5564 for grading and oiling work on the East Unit, Forest Boundary-Haines Section of the Haines-Anthony Highway in Baker County.

Under this contract the existing approaches to the crossing at your company's tracks in the City of Haines are being improved.

Provisions call for the contractor to protect your company's tracks, facilities, communication lines and any other property of your company which might be damaged by the contractor's operations as set forth in the standard insert "Relations with Railroad Company"; also, the contractor is to furnish protective and liability insurance of the kinds and in the amounts indicated on page 26 of the special provisions.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

cc: G. S. Paxson
J. W. DeSouza

JR:sm

RECEIVED
DEC - 9 1959
FOR FILING

[illegible]
[illegible]
5514

November 30, 1959

Clarence Braden Construction Co.
22 West Alder
Walla Walla, Washington

Gentlemen:

The State Highway Commission on November 5, 1959 accepted your proposal which was submitted on November 3, 1959, for grading and oiling the East Unit, Forest Boundary-Haines Section of the Haines-Anthony Highway, Baker County, for the sum of $399,936.90 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled.

Those conditions have now been satisfied and the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. The project has been assigned Contract No. 5514.

This letter confirms my wire to you of this date. Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

By
C. W. Head, Assistant Secretary

jmc

cc: Tom Edwards
R. J. Porter
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Daily Journal of Commerce, Seattle
Daily Journal of Commerce, Portland

NOTED
J. Mc C.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
November 30, 1959

Clarence Braden Construction Co.
22 West Alder
Walla Walla, Washington

Contract for East Unit, Forest Boundary-Haines Section of Haines-Anthony Highway, Baker County, for which you submitted low bid on November 3, 1959 awarded you today. Contract forms follow shortly.

C. W. Head, Assistant Secretary
OREGON STATE HIGHWAY COMM.

cc: Lee Gatlin
Accounting (5003-900)
General Files

P

RECEIVED
FORM E-90X
1959

~~FOR FILING~~
S 430(2)
S-SG-168(3)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
September 9, 1959

SUBJECT: Irrigation
Forest Boundary-Haines Section
Haines-Anthony Highway
Baker County

To: Mr. Tom Edwards
Construction Engineer
Office

Attention Mr. D. J. Barbee
Assistant Construction Engineer

We have assured the property owners with whom we have negotiated on this project that construction would be so handled that their irrigation facilities would be kept operative either through protection of the existing facility or construction of a substitute facility prior to disruption of the existing one.

Several of the property owners have advised us that they normally start irrigating about May 15 for a period of 15 to 20 days.

The purpose of this letter is to ask that you make certain that the special provisions for this job cover our irrigation commitments to these property owners.

WALTER T. WRIGHT
Right of Way Engineer

WTW:sg

cc Mr. Forrest Cooper ✓
Mr. K. A. Chatwood

NOTED
FORREST COOPER

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[illegible]

RECEIVED
SEP - 3 1959
FOR FILING

S-430(2)
SSG-162(3)
5564

September 3, 1959

Honorable Lloyd Rea
County Judge
Baker County
Baker, Oregon

Dear Judge Rea:

As Mr. Williams is out of the state, I will answer your letter about the Haines-Anthony Lakes Road. I do not know how these weird and wonderful rumors get started, but I assure you, Lloyd, it is just that.

The State Highway Commission has no intention of transferring money to any other road, the delay in calling for bids merely being caused by the fact that the Federal Government, due to lack of action by Congress, cannot guarantee that it can meet its obligations for federal highway financing.

Due to the unsettled situation at the federal level, we have been "treading water", as it is impossible to make plans until we know what moneys will be available. As soon as Congress clarifies the situation, we will reschedule contracting on the basis of available funds. We regret the delay, but the situation should be clarified in the not too distant future, at which time we will start the wheels turning.

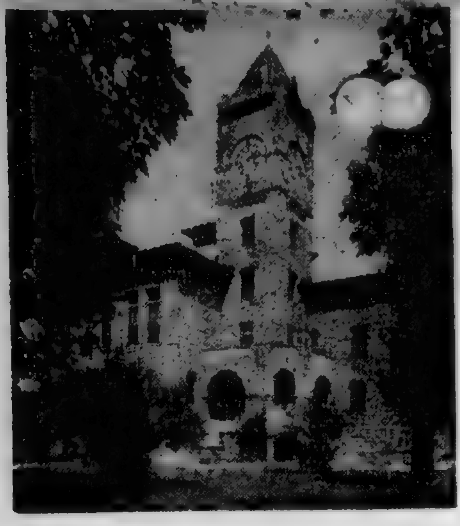
I know that this matter has been disturbing to you but assure you that we will get in gear as soon as we can.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

FC:fn

cc Mr. W. C. Williams



LLOYD REA,
COUNTY JUDGE
R. M. PHIPPS,
GILL C. WRIGHT,
COMMISSIONERS

BAKER COUNTY
BAKER • OREGON

September 1, 1959

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Mr. Williams:

A group of people came to see me recently that live in the area served by your Haines-Anthony Lakes secondary road. They were particularly concerned that the contract on this road had again been postponed. They wanted to arrange a delegation to appear before the Commission, but I suggested that we first should try to get the information by letter if possible.

These people were quite concerned, as they had heard from some source that the money that was to be used on the Haines-Anthony road had been taken and used on another project.

Any information you could give on this matter would be greatly appreciated.

Sincerely,

Lloyd Rea
Lloyd Rea
County Judge

LR:bvl

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1959
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NOTED
FORREST COOPER

Oregon Centennial *1959* Frontier of the Future

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APR 24 1959

FOR FILING
S.430(2)
S-SG-168(3)
5564

April 22, 1959

Honorable Lloyd Rea
County Judge
Baker County
Baker, Oregon

Dear Judge Rea:

I have your letter of April 17 in which you again refer to the matter of construction work on the Anthony Lakes Road.

I am sorry that I cannot tell you when work will be programmed on the remaining five or six miles as the Highway Commission does not program work on a piecemeal basis, nor do I have authority to establish priorities for construction projects. It is the Commission's policy to approve programs on a state-wide basis rather than on an individual basis. This section will undoubtedly be considered by the Commission along with all other needed improvements on the secondary system when new programs are being formulated.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. Forrest Cooper

FC:fn:ae

LLOYD REA,
COUNTY JUDGE
R. M. PHIPPS,
GILL C. WRIGHT,
COMMISSIONERS

BAKER COUNTY
BAKER • OREGON

April 17, 1959

REFERRED TO
Cooper
By State Highway Engineer

W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

Thank you very much for your letter of April 15, 1959 advising the Court on the contract to be let on the Haines - Anthony Highway. We realize the circumstances under which you operate and we are glad to know the exact circumstances in order that we may tell the people as they come into our office inquiring of the reasons why the distance of the contract was cut to approximately seven miles.

We were wondering at this time if it would be possible for the commission to assure us that the remaining distance of the Anthony Lakes road would be completed out of the next money available for secondary roads. We realize the position you and the highway commission are in - in trying to solve the problems on other roads which are on state wide basis, but we do feel that the people on this road are deserving as they have waited a long long time for this project.

Any information you can give us would be greatly appreciated.

Very truly yours,

Lloyd Rea

Lloyd Rea
County Judge

LR:bvl

RECEIVED
APR 20 1959
OREGON
STATE HIGHWAY COMMISSION

NOTED
FORREST COOPER

RECEIVED
APR 20 1959
OFFICE OF
STATE HIGHWAY ENGINEER

Oregon Centennial *1959* Frontier of the Future

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R 17 1959
FOR FILING
S-430(2)
S-SG-168(3)
5564

April 15, 1959

Honorable Lloyd Rea
County Judge
Baker County
Baker, Oregon

Dear Judge Rea:

I write this in answer to your letter of April 7, addressed to Mr. C. G. Swenson, our County and City Relations Engineer, in which you refer to the improvement to be contracted on the Anthony Lakes Highway.

When our 1960 Program was being developed, the Commission allocated an amount of $550,000 for the improvement of the Anthony Lakes Highway. At that time, no surveys had been made nor was it possible to know what the cost would be. Subsequent to that, the road has been lengthened by extending it into Haines and our survey has been completed, which indicates that the total cost of improving the entire road would be almost one million dollars, including the change at the Haines end.

As the Highway Commission would not have funds available at this time to program the entire job, it will be necessary to pick a project starting at Haines that will use up the 1960 funds, plus an additional $20,000 that was in the 1957-58 and 1959 Program for right of way on this job.

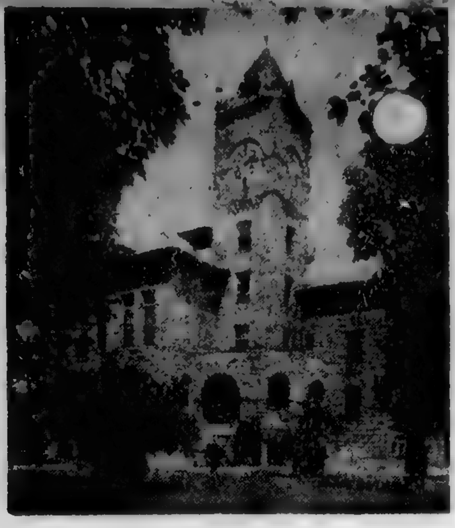
I am sorry that it is not possible to improve the road throughout its entire length, but funds just will not stretch that far. It is my guess that we will be able to do approximately seven miles of the improvement with available funds. The remaining portion will have to be picked up out of some future program when money is available.

Very truly yours,

W. C. Williams
State Highway Engineer

FC:fn:ae

cc to: Mr. Forrest Cooper
Mr. C. G. Swenson



LLOYD REA,
COUNTY JUDGE
R. M. PHIPPS,
GILL C. WRIGHT,
COMMISSIONERS

BAKER COUNTY
BAKER • OREGON

April 7, 1959

RECEIVED
APR [illegible] 1959
[illegible] R
[illegible] ONS

C. G. Swenson
Engineer, County and City Relations
State of Oregon
State Highway Department
Salem, Oregon

Dear Mr. Swenson:

There are rumors around Baker County that the Highway Commission has cut the length of the project on the Anthony Lakes Highway that is to begin in May of this year. It was the understanding of the County Court when they approved the money that the whole project was to be done. We haven't heard of any proposed cut and are wondering if this rumor is true. We would like to see the whole project completed.

If there is any truth to this rumor, we would like to hear from you as soon as convenient.

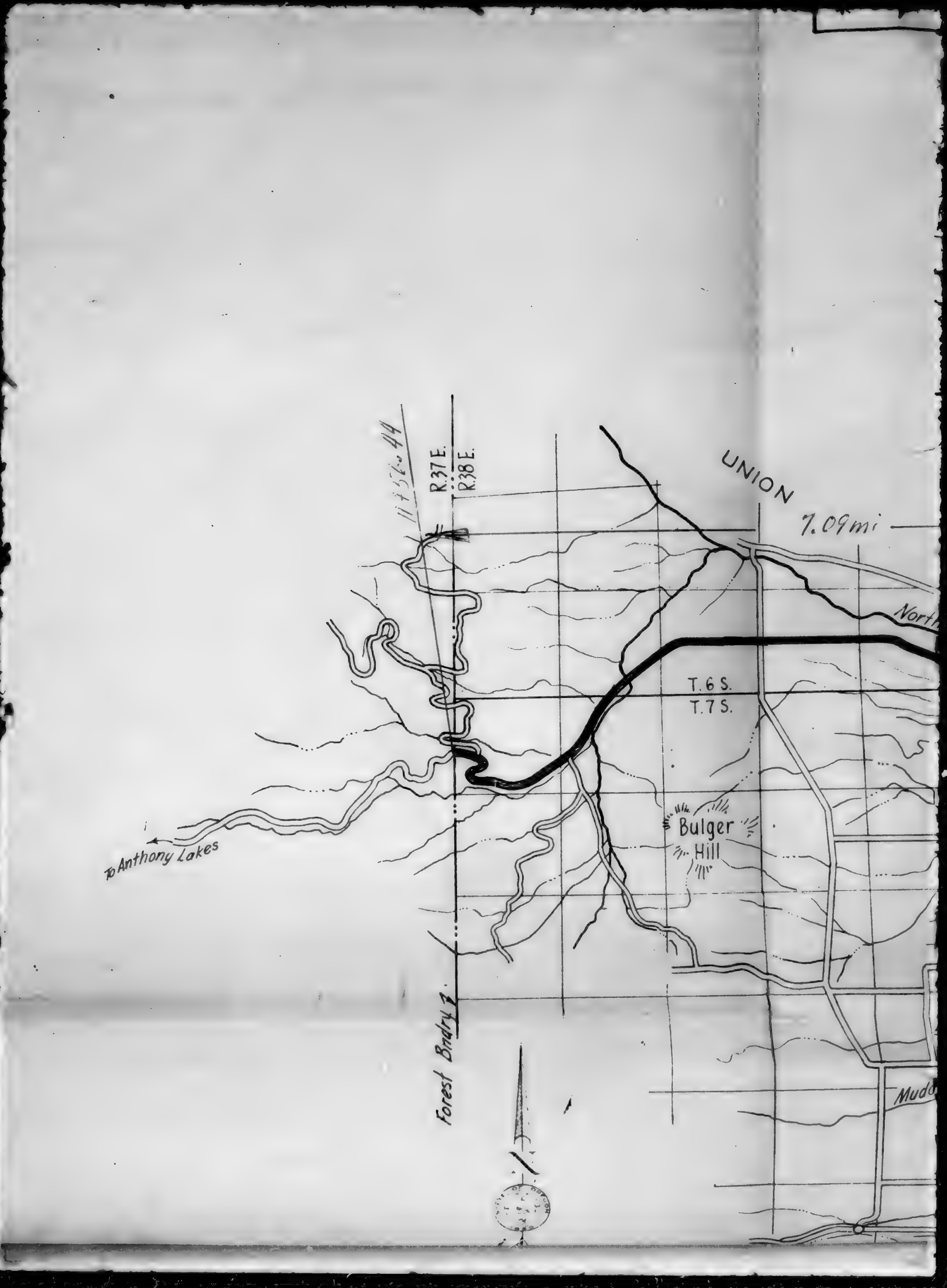
Sincerely,

Lloyd Rea

Lloyd Rea
County Judge

[illegible]
[illegible]REST COOPER

Oregon Centennial *1959* Frontier of the Future


UNION
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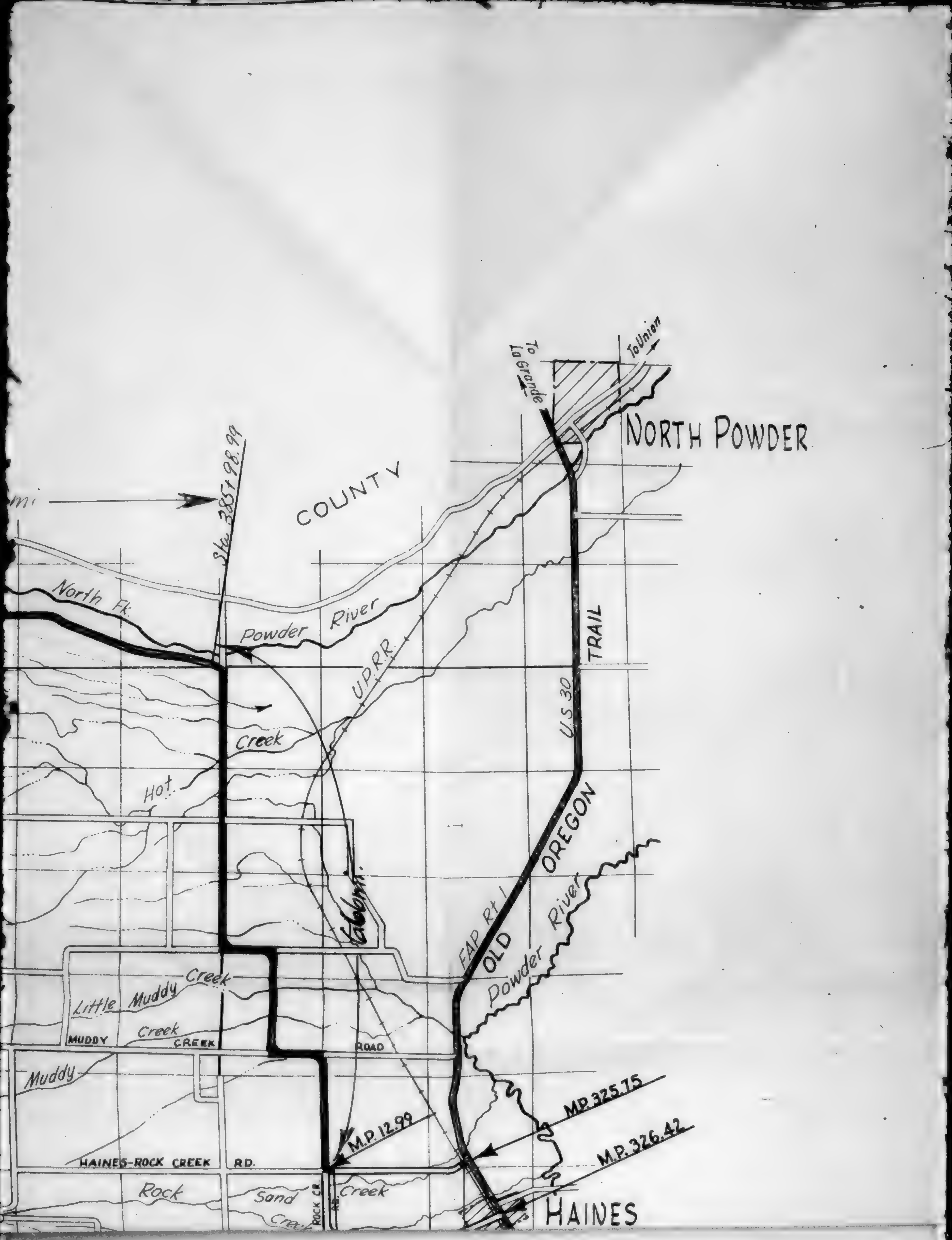
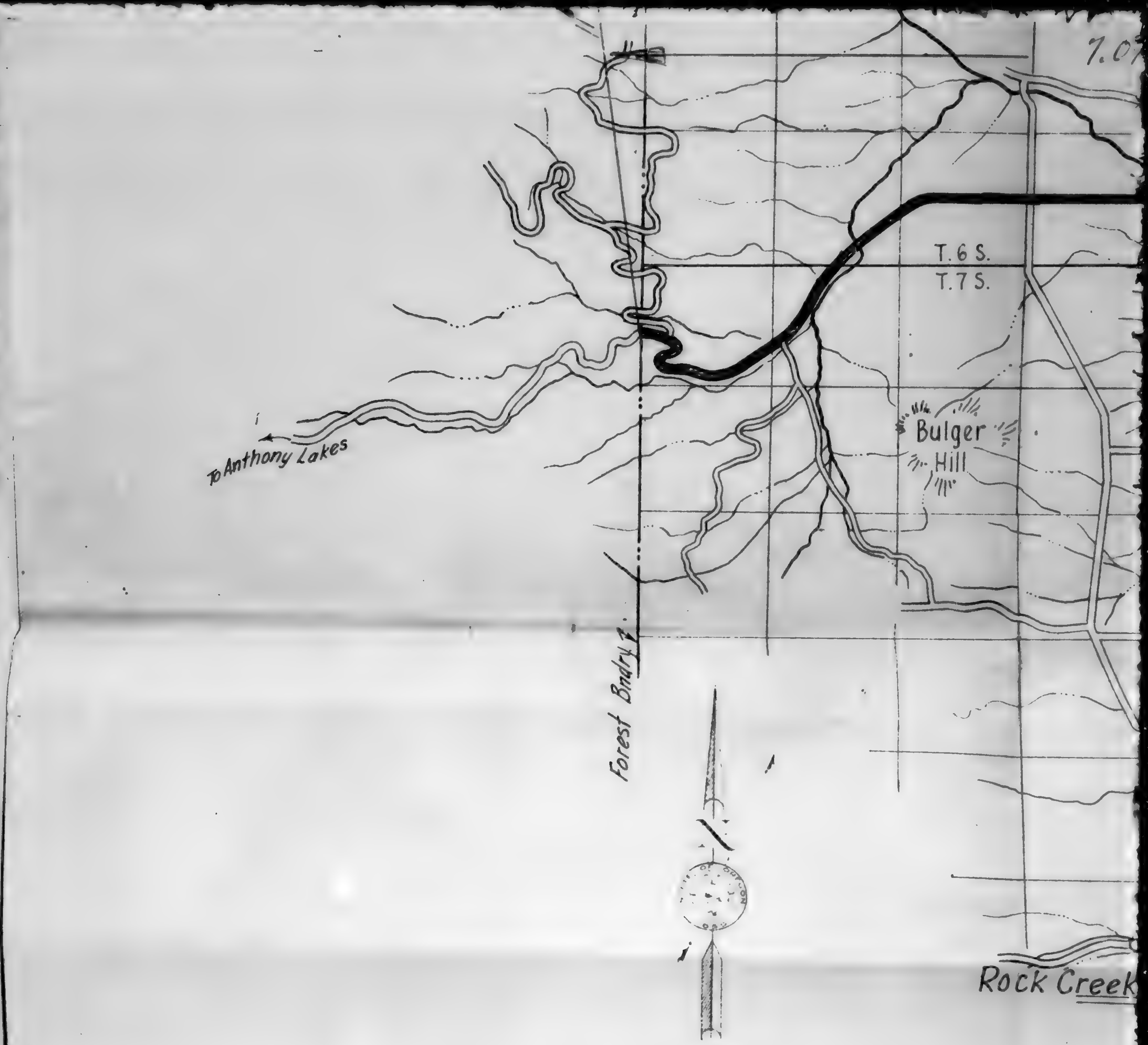
R.38 E.
11+56.44
T.6 S.
T.7 S.
Bulger Hill
To Anthony Lakes
Forest Bndry
Mudd


To La Grande
To Union
NORTH POWDER
Sta. 385+98.99
mi
COUNTY
North Fk.
Powder River
U.P.R.R.
TRAIL
U.S. 30
Creek
Hot
OREGON
OLD
FAP Rt. 1
Powder River
12.60 mi.
Little Muddy Creek
MUDDY CREEK ROAD
Creek
Muddy
M.P. 325.75
M.P. 12.99
M.P. 326.42
HAINES-ROCK CREEK RD.
Rock Creek
Sand Creek
ROCK CR. RD.
Creek
HAINES

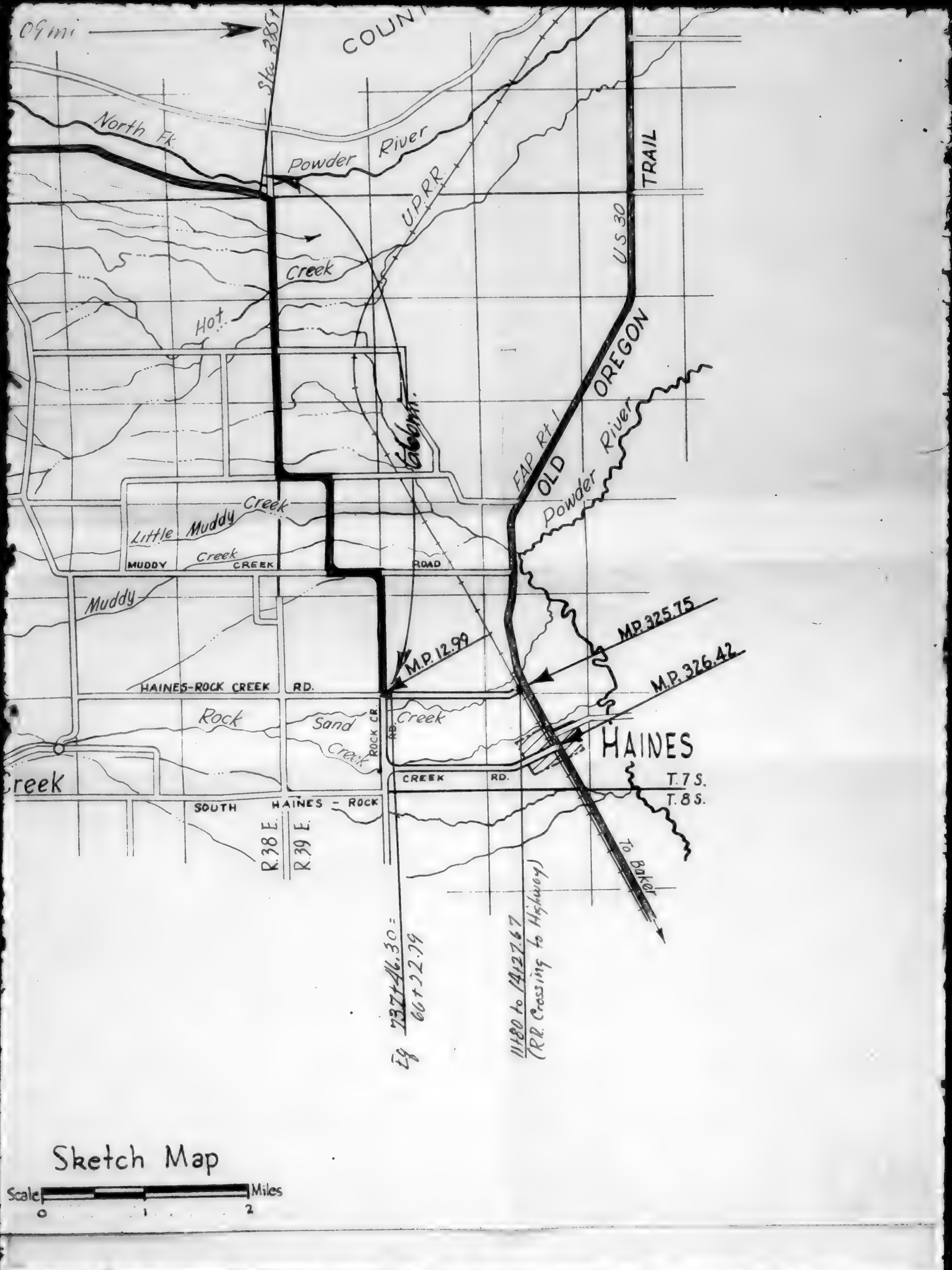

7.0
T.6 S.
T.7 S.
Bulger Hill
To Anthony Lakes
Forest Bndry.
Rock Creek
Sk
Scale
0

═══ Existing Haines-Anthony Hwy. to be retained by State.

═══ Existing Haines-Anthony Hwy. to be transferred by State to County.

═══ Existing County Roads to be transferred by County to State.

JANUARY 1959


0.9 mi
Sta. 385+
COUNT
North Fk.
Powder River
U.P.R.R.
TRAIL
U.S. 30
OREGON
OLD
FAP Rt. 1
Powder River
Hot
Creek
6.60 mi.
Little Muddy Creek
MUDDY CREEK ROAD
Creek
Muddy
M.P. 12.99
M.P. 325.75
M.P. 326.42
HAINES-ROCK CREEK RD.
Rock
Sand
Creek
ROCK CR. RD.
Creek
HAINES
Creek
CREEK RD.
SOUTH HAINES - ROCK
T. 7 S.
T. 8 S.
R. 38 E.
R. 39 E.
To Baker
Eq 737+46.30 = 66+22.79
11+80 to 14+27.67 (R.R. Crossing to Highway)
Scale
Miles
0
1
2

Sketch Map

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

NOTED
Harold C. Ayers

February 10, 1958

NOTED
V. R. JONES

NOTED
John F. Hagemann

Baker County Court
Courthouse
Baker, Oregon

Gentlemen:

The Federal Aid Highway Act of 1950 provides that all projects to be constructed with Federal-aid secondary funds shall be selected "by the state highway department and the appropriate local officials in cooperation with each other." The Oregon State Highway Commission has selected the following project on state highways in Baker County for construction with that portion of the FAS funds available to the state for use on the state highway portion of the FAS System:

Haines-Anthony Highway (FAS 503)	
Haines-Forest Boundary Section	
Grade and oil -	$530,000

This amount does not come out of the county allocation and in no way affects the amount available to your county for county road purposes.

If the Baker County Court concurs in the selection of the above project please indicate so by signing the second copy of this letter in the space provided and returning same to this office. Your immediate attention to this matter would be appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

By

NOTED
JOHN D. GRAHAM

C. G. Swenson
Engineer, County and City Relations

BAKER COUNTY COURT

Date Feb 13, 1958

Judge

R. M. Phipps
Commissioner

Commissioner

RECEIVED
FEB 13 1959
FOR FILING

S-430(2)
SSG-168(3)
5564

February 10, 1959

Oregon State Highway Commission

Gentlemen:

The survey has been completed for the grading and oiling of 6.7 miles of the Forest Boundary-Haines Section of the Haines-Anthony Highway in Baker County. This project is scheduled for the May 5, 1959 letting.

The details of this survey are shown on the attached map. It is my recommendation that you approve this survey and grant authority for the acquisition of the necessary rights of way.

The matter will be on the agenda for your consideration at the March 5-6 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

Enclosure

FC:fn:ae

cc to: Mr. Tom Edwards
Mr. Walter T. Wright

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6, 1959

SUBJECT: Survey Approval Maps
Forest Boundary-Haines Section
Haines-Anthony Highway

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

Attached hereto are eleven copies of the above named survey approval maps for submission to the Commission.

A public hearing was not required on this section and it is tentatively scheduled for the May 5 letting.

Tom Edwards
Construction Engineer

By D J Barbee

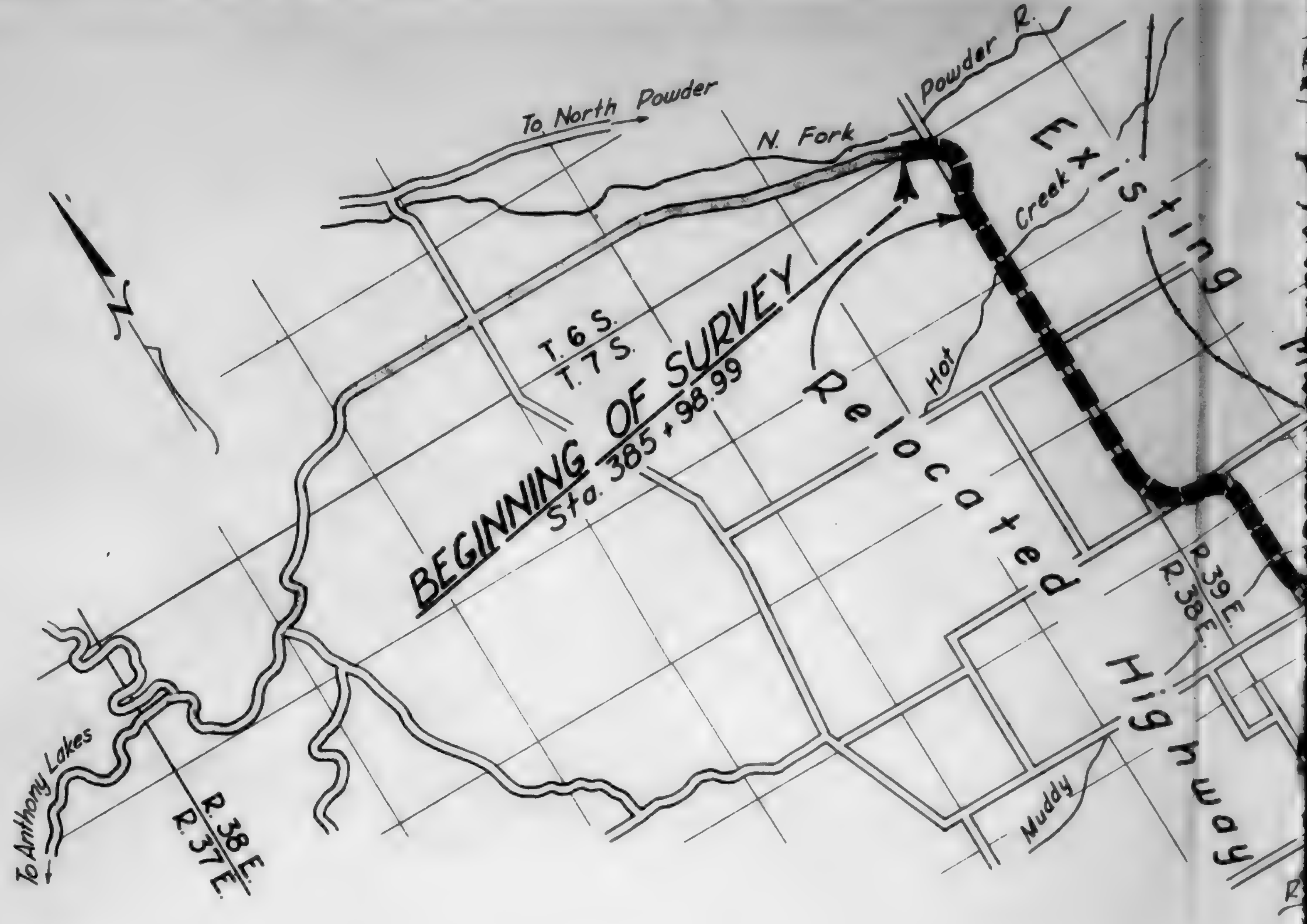
D. J. Barbee
Asst. Construction Engineer

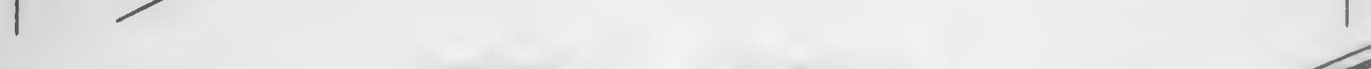
DJB:law

Attachments

6.7 miles

RECEIVED
FEB - 9 1959
OFFICE OF
STATE HIGHWAY ENGINEER


N
To North Powder
Powder R.
N. Fork
Creek
Hot
Existing
T. 6 S.
T. 7 S.
BEGINNING OF SURVEY
Sta. 385 + 98.99
Relocated Highway
R. 39 E.
R. 38 E.
Muddy
To Anthony Lakes
R. 38 E.
R. 37 E.

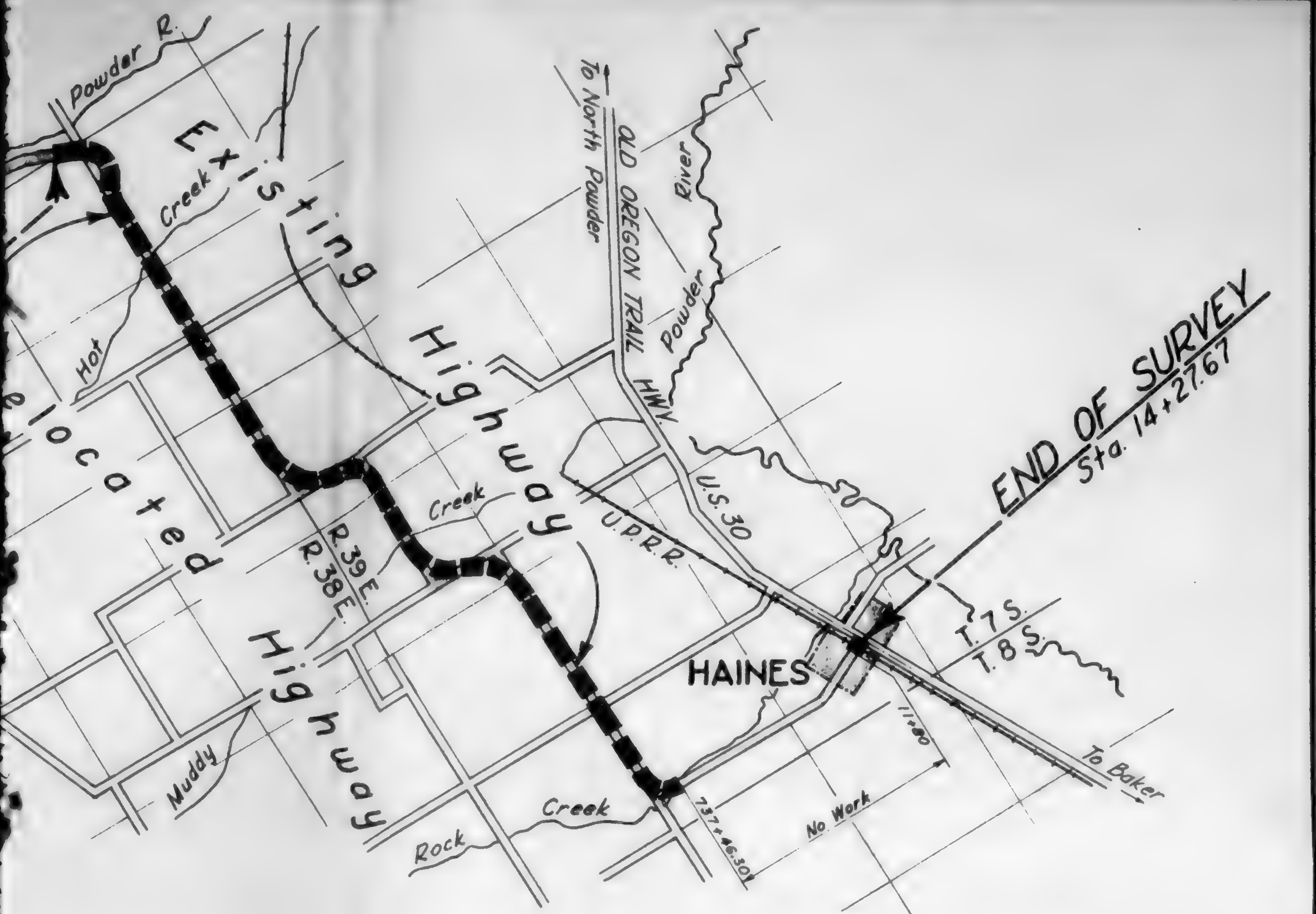

30' - 365'
35' - 360'
4'
4'
10'
10'
4'
4'
R/W
R/W

TYPICAL SECTION

APPROVED

DEPUTY STATE HIGHWAY ENGINEER

Date: February 9


Powder R.
Existing Highway
Relocated Highway
Creek
Hot
Creek
R.39E.
R.38E.
Muddy
Rock
Creek
To North Powder
OLD OREGON TRAIL HWY.
River
Powder
U.S. 30
U.P.R.R.
HAINES
T.7S.
T.8S.
To Baker
END OF SURVEY
Sta. 14+27.67
737+46.30
No Work
11+80

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

FOREST B'D'Y. - HAINES SECTION

HAINES - ANTHONY HIGHWAY

BAKER COUNTY

Scale 1" = 1 Mi. Feb., 1959

DRG. NO. 1R-5-1232

For Details See Drgs. No. 8B-12-2, 3, 4, Nov., 1958

APPROVED

DEPUTY STATE HIGHWAY ENGINEER

Date February 9, 1959

RECEIVED
FEB 9 1959
FOR FILING

February 6, 1959

Mr. Byron C. Brinton, Editor
The Record-Courier
Baker, Oregon

Dear Mr. Brinton:

In reply to your letter of February 2 in which you make inquiry as to the possibility of contracting the work on the Anthony Lakes road, I wish to advise you that our surveys are now completed, and we are preparing our designs and will shortly be acquiring necessary rights of way. Our present schedule calls for reading of bids in May of this year, and it appears that we would be able to meet this schedule.

Very truly yours,

W. C. Williams
State Highway Engineer

FC:ae:ae

cc to: Mr. Forrest Cooper

REFERRED TO Cooper
By State Highway Engineer

The Record-Courier

LARGEST WEEKLY NEWSPAPER CIRCULATION IN EASTERN OREGON — ONLY FULL COVERAGE, DAILY OR WEEKLY, OF RURAL BAKER COUNTY

BAKER, OREGON

February 2, 1959

Mr. W.C.Williams
State Highway Engineer
Salem, Oregon

Dear Mr. Williams:

With the current extremely difficult weather on maintenance and with the Haines-Anthony highway condition virtually impassable to passenger cars in spite of best attention to maintenance, the folks out there are inquiring constantly as to the date the reconstruction contract on this route will be let. I have passed on my understanding that the work will be let for completion during 1959 season, but do you now have any more definite date set for calling this work for bid?

There may be some sections of this valley work that will be easier earlier in the spring than during the late spring and early summer irrigation time, but of course you can't escape some wet conditions whenever the work is done.

I drove the route yesterday in a pickup, using intermediate gear several times and can well see where the farmers in passenger cars are having trouble during this abnormally warm winter.

FILE
FORREST COOPER

The Record-Courier

LARGEST WEEKLY NEWSPAPER CIRCULATION IN EASTERN OREGON — ONLY FULL COVERAGE, DAILY OR WEEKLY, OF RURAL BAKER COUNTY

BAKER, OREGON

page two.

The route had apparently been well maintained as late as Saturday but with the heavy lakes area ski traffic Sunday cars high-centered later in the day. I returned by way of the county foothill road and W.O.Christensen, Jersey Breeder on Shadilane, tells me today he had to come to Baker by way of North Powder. Naturally the date for starting the reconstruction work is of great interest right now. Folks realize little can be done on the present surface and grade during these wet spells.

Will also watch with interest any bids forthcoming on the other local routes under current budget allocations.

With kind personal regards,

By Brinton, Editor

B

RECEIVED
FEB - 3 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 3 1959
OREGON
STATE HIGHWAY COMMISSION

NOTED
V. R. JONES

February 18, 1958

NOTED
Harold C. Ayers

Hon. Lloyd Rea
Baker County Judge
Courthouse
Baker, Oregon

FAS 503

NOTED
John F. Hagemann

Dear Judge Rea:

This is in reply to your letter of February 13 regarding construction of the Haines-Forest Boundary project.

I have been informed by Mr. Edwards, Construction Engineer, that bids for this project will be received in the spring of 1959.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

CGS:mm

cc: Mr. Tom Edwards

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

FORREST L. HUBBARD, Circuit Judge
ROBERT F. VAUGHAN, District Attorney
LLOYD REA, County Judge
R. M. PHIPPS, Huntington, Ore.
GILL C. WRIGHT, New Bridge, Ore.
Commissioners
GRANT A. YOUNG, County Clerk
LLOYD R. COOK, Sheriff
UNNAR STEVENS, Assessor
MABEL C. RAGSDALE, Treasurer
MYRTLE E. LEE, School Superintendent
THAD P. BEATTY, Coroner
WALLACE MAXWELL, Water Master

CIRCUIT COURT CONVENES FIRST MONDAY IN FEBRUARY, D MONDAY IN JUNE, FIRST MONDAY IN NOVEMBER
COUNTY COURT CONVENES FIRST WEDNESDAY IN EACH MONTH
PROBATE COURT CONVENES FIRST MONDAY IN EACH MONTH

Baker County, Oregon
Baker, Oregon

Feb. 13, 1958

✓

Mr. C. G. Swenson
Engineer, County and City Relations
Salem, Oregon

Dear Mr. Swenson:

I am enclosing the signed copy in which the County Court concurs on the $530,000 for the Haines- Anthony Lakes road in our County.

I would appreciate it if you would let us know when this contract will be let.

Yours very truly,
Lloyd Rea
Lloyd Rea
County Judge

RECEIVED
FEB 17 1958
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
FEB 17 1958
SALEM
STATE HIGHWAY COMMISSION

NOTED
V. R. JONES

NOTED
Harold C. Ayers

May 21, 1957

Hon. Lloyd Rea
Baker County Judge
Courthouse
Baker, Oregon

(State FAS 503 Project)

NOTED
John F. Hagemann

Dear Judge Rea:

This is to advise you that the Highway Commission's tentative five-year construction program contains funds for construction work on the Haines-Anthony Highway. The two-year program contains moneys for right-of-way acquisitions. #411

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

CGS:mm

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

[illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

September 7, 1956

Baker County Court
Courthouse
Baker, Oregon

Gentlemen:

The Federal Aid Highway Act of 1950 provides that all projects to be constructed with Federal-aid secondary funds shall be selected "by the state highway department and the appropriate local officials in cooperation with each other." The Oregon State Highway Commission has selected the following projects on state highways in Baker County for construction with that portion of the FAS funds available to the state for use on the state highway portion of the FAS System covering the next two program years:

Baker-Homestead Highway, (FAS 505) ← 1st East Unit, Black Bridge-Richland Section Right-of-way, grade, and pave	$875,000
Haines-Anthony Highway (FAS 503) ← 1 Haines-Forest Boundary Section Right-of-way	$ 20,000

This amount does not come out of the county allocation and in no way affects the amount available to your county for county road purposes.

If the Baker County Court concurs in the selection of the above projects please indicate so by signing the second copy of this letter in the space provided and returning same to this office. Your immediate attention to this matter would be appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

By
John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

RECEIVE
SEP 17 1956
ENGINEER
COUNTY & CITY RELATIONS

BAKER COUNTY COURT
Date 9-13-56
Leroy Rea
Judge

Commissioner
Gil C Wright
Commissioner

I-5-4(33)193 Willamette R. Br. and 1959
U-UG-161(26) Judkins Pt. O'Xing (struc.,
#5565 grad. & pav.) Folder #1

H.K. 517

A

RECEIVED
JUL 27 1964

FOR FILING
T5 4331

[illegible]

July 24, 1964

Elizabeth Division
Elastic Stop Nut Corporation
of America
1027 Newark Avenue
Elizabeth, New Jersey

Attention: Mr. Charles P. Jones
Asst. Secretary

Gentlemen:

This is to acknowledge your claim letters of July 20, 1964, stating that Foress Company, subcontractor, owes you for reflective signing material on the following State Highway Contracts with Peter Kiewit Sons' Co., prime contractor:

Contract No. 5365 for structures, grading and oiling on the Willamette River & Judkins Point Overcrossing Section of the Pacific and McKenzie Highways in Lane County. Contract completed December 14, 1961, and accepted by the Highway Commission January 19, 1962. Amount of claim - $61.60.

Contract No. 5714 for paving, structures and signing on the Grants Pass-Evans Creek Section of the Pacific Highway in Josephine and Jackson Counties. Contract completed July 18, 1962, and accepted by the Highway Commission October 8, 1962. Amount of claim - $1,535.36.

Contract No. 5831 for grading, paving, structures and signing on the Seven Oaks-Jackson St. Section of the Pacific Highway in Jackson County. Contract completed June 22, 1963, and accepted by the Highway Commission September 12, 1963. Amount of claim - $5,073.87.

The Aetna Casualty & Surety Company, through their Portland Service Department, 300 Yeon Building, Portland 4, furnished the performance bonds on these three contracts, which were given to assure completion of the contracts and payment of all bills incurred in them.

NOTED ON CARD
dc

We will advise the surety and the prime contractor of the receipt of your claim letters and will forward them to the Secretary of State for filing.

For your information, we are attaching excerpts from the Oregon Laws relating to "Bonds; Action on Bond".

Yours very truly,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By C. W. Head, Asst. Secretary

Enc.

CC:
The Aetna Casualty & Surety Co.
Portland Service Department
300 Yeon Building
Portland, Oregon, 4

Peter Kiewit Sons' Co.
P. O. Box 1777
Vancouver, Wn.

Peter Kiewit Sons' Co.
711 E. Main
Medford, Oregon

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

- Please acknowledge receipt of these claim letters on the enc. copy of this letter.

[illegible]
[illegible]
#[illegible]52

ESNA
ELIZABETH DIVISION
ELASTIC STOP NUT CORPORATION OF AMERICA
1027 NEWARK AVENUE • ELIZABETH, N.J. 07207 • EL 2-2900 TWX ELIZ NJ 1673

July 20, 1964

Mr. Forrest Cooper
State Highway Engineer
State Highway Commission
State Highway Building
Salem, Oregon 97310

Subject: Oregon Project 5565
Judkins Point Section

Dear Sir:

Please be advised that we have supplied reflective sign material for use on the subject project, for which our payment has not been received. We furnished supplies to the Foress Company, Corvallis, Oregon, which we understand to be a subcontractor to the Peter Kiewit Sons' Company, Post Office Box 5301, Eugene, Oregon.

Following are the details of our transaction with the Foress Company:

DATE	OUR	AMOUNT
12/29/61	9-7115	$61.60

Your acknowledgment and comment on this matter will be greatly appreciated.

Very truly yours,

Charles P. Jones

Charles P. Jones
Assistant Secretary

CPJ/ccc

RECEIVED
JUL [illegible] 1964
[illegible]
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

AGASTAT® TIMING INSTRUMENTS • STIMSONITE® SIGNAL PRODUCTS • MARINE SIGNAL DEVICES

RECEIVED
MAY 7 - 1963

FOR FILING

[illegible]

5565

Salem, Oregon
May 6, 1963

Mr. Ivan Merchant
Bridge Department

OFFICE

Willamette River Br.-Judkins Pt. O'xing
N. Bridge, Coast Fork-Willamette River

In the course of preparing the voucher for collection of the federal share of the North Bridge, Coast Fork of the Willamette River project, we ran into a situation that will preclude our collecting for the bulk of the construction engineering in connection with the job. Essentially, the situation is that engineering charges were not made while the work was in progress but charges were made after the completion. This circumstance caused us to review the charges made to the Willamette River Bridge and Judkins Point O'xing project where the same situation was found to exist. From a study of the charges made in connection with these jobs, it is evident that payroll charges, rental and equipment charges are not correlated to the diaries or any known set of facts.

We have had difficulty in the past reconciling charges made by Mr. Ellison, Resident Engineer on subject projects. For your information in these particular projects, I attach a list of the contractor's earnings during the life of the projects and the payroll and equipment charges made during the same periods.

In the past, we have had discussions at the Division Engineers' meetings where the importance of job charges and their reconciliation with diaries, payrolls, expense accounts, etc., was discussed in detail.

These charges are no minor matter as it would appear that the charges not eligible that would otherwise be collected in the present case is about $10,000. An omission of a legitimate charge on a payroll or other instrument means the same charge is an error to the place where actually charged and can lead to a citation.

Mr. Maison has advised me that to straighten out these matters of bridge construction engineering charges in the Eugene area would require an extensive audit and transfer of charges which he does not have the staff to undertake.

This letter is written in the hope and expectation that corrective action will be taken on jobs currently under way. Errors in charges on the Astoria Bridge projects could only lead to endless trouble for everybody concerned.

L. H. Young
Office Engineer

LHY:mmb
Enc.

cc: Robert Ellison, Astoria
P. M. Stephenson
C. H. Maison
F. D. Morgan
L. R. Chandler
Ray Asburry

Willamette River Bridge and Judkins Point Oxing

I-5-4 (33)　　620-1049

R. W. Ellison's Crew

Dates	Amount of work by contractor during mo. on the strs. only	Bridge Engineering during mo. & approx. no. of men.
Jan. 1960	$ 71,656	2 men full mo.
Feb.	53,235	None
Mar.	76,820	None
April	177,700	None
May	210,445	None
June	172,204	Shotwell & Harris, last half of mo.
July	100,437	Shotwell & Crew
Aug.	57,485	(Shotwell's Crew) 1 man 7 days.
Sept.	194,996	None
Oct.	102,053	None
Nov.	95,640	None
Dec. 1960	82,920	None
Jan. 1961	14,050	None
Feb.		None
Mar.		None
April	10,260	R. W. Ellison only, full mo.
May		R. W. Ellison & two men, full mo.
June		R. W. Ellison & six men, full mo.
July	24,360	R. W. Ellison & five men, full mo.
Total	$ 1,444,261	

From all info. available, Shotwell never left Portland. He was inadvertantly charged to the Bridge at Eugene.

Note: Job completed 12-14-61. Mayfield and Chapman had payrolls every month during this period for the roadway portion.

Willamette River Bridge and Judkins Point Oxing

I-5-4 (33) 620-1049

R. W. Ellison's Crew

Dates	Amount of work by contractor during mo. on the strs. only	Bridge Engineering during mo. & approx. no. of men.
Jan. 1960	$ 71,656	2 men full mo.
Feb.	53,235	None
Mar.	76,820	None
April	177,700	None
May	210,445	None
June	172,204	Shotwell & Harris, last half of mo.
July	100,437	Shotwell & Crew
Aug.	57,485	(Shotwell's Crew) 1 man 7 days.
Sept.	194,996	None
Oct.	102,053	None
Nov.	95,640	None
Dec. 1960	82,920	None
Jan. 1961	14,050	None
Feb.		None
Mar.		None
April	10,260	R. W. Ellison only, full mo.
May		R. W. Ellison & two men, full mo.
June		R. W. Ellison & six men, full mo.
July	24,360	R. W. Ellison & five men, full mo.

From all info. available, Shotwell never left Portland. He was inadvertantly charged to the Bridge at Eugene.

Total $ 1,444,261

Note: Job completed 12-14-61. Mayfield and Chapman had payrolls every month during this period for the roadway portion.

North Bridge Coast Fork Willamette River

620-1066 5740

R. W. Ellison's Crew

Dates	Amount of Work by Contractor during Mo.	Bridge Engr. during Mo. and approx. no. of men.
July 1960	$ 12,920.	None
Aug.	41,884.	None
Sept.	15,478.	None
Oct.	28,820	None
Nov.	57,941	None
Dec.	1,294	Mc Laughlin and 6 men for full mo.
Jan.		None
Feb.		Sandquist and 3 men for full mo.
Mar.		4 men full mo.
Apr. May June		
July 24-1961	116.	

July thru Nov: there was gasoline, freight, telephone, testing lab, and Salem office charges for checking steel, but no field salaries.

More

RECEIVED
MAR 6 - 1[illegible]

FOR FILING
[illegible])193
5565

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

February 28, 1963

A. W. Parsons, Division Engineer
Salem, Oregon

08-35.5

By:
L. R. Backlund
Administrative Manager

Oregon Project I-5-4(33)193
Willamette River (Judkins Point) Bridge Section
Voucher No. 14 - Final
Net amount claimed - $176,821.00

The subject voucher has been approved in the reduced amount of $176,510.00. Deduction has been made in accordance with the attached Schedules of Exceptions, Item Nos., 2, 3 & 6.

Total amount of deductions	$337.63
Federal aid pro-rata	92.34%
Net deduction in even dollars	311.00

In the event you disagree with the deductions made, it will be necessary to present a reclaim in accordance with Instructional Memorandum 4-1-61.

Attachments

RECEIVED
MAR 4 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

original To Young
with attachments
3-6-63

RECEIVED
SEP 4 1962
FOR FILING

7-2-41 [illegible]

5565

August 31, 1962

Niedermeyer-Martin Co.
Oregon Bank Building
Portland 4, Oregon

Attention: Mr. Bob Gilsdorf

Gentlemen:

This is in reply to your letter of August 17, addressed to Mr. Ed Rief, State Highway Department, Portland, requesting information on several state highway contracts. We are listing a description of these contracts as follows:

1. Contract No. 5565 with Peter Kiewit Sons' Co., P. O. Box 1777, Vancouver, Wn., for structures, grading and oiling on the Willamette River & Judkins Point Overcrossing Section of the Pacific and McKenzie Highways in Lane County. Surety - The Aetna Casualty & Surety Company, 300 Yeon Bldg., Portland 4, Oregon. Completed - December 14, 1961; accepted January 19, 1962.

2. Contract No. 6052 with Birkemeier Construction Co., 14511 S. E. River Road, Milwaukie, for N. E. 122nd Avenue Structure, grading and paving of Sandy Blvd. and UPRR Overcrossings in City of Portland, Multnomah County. Surety - United Pacific Insurance Company, through the agent, Mansfield & Co., 1975 S. W. 5th Ave., Portland 1. Contract not yet completed.

3. Contract No. 5714 with Peter Kiewit Sons' Co., 711 E. Main, Medford, for paving, structures and signing on the Grants Pass-Evans Creek Section of the Pacific Highway in Josephine and Jackson Counties. Surety - The Aetna Casualty & Surety Company, 300 Yeon Bldg., Portland 4. Completed July 18, 1962, but not yet accepted by the Highway Commission.

4. Contract No. 6024 with Salem Road & Driveway Co., P. O. Box 603, Salem, for paving Battle Creek Junction-Illahee Section of the Pacific Highway in Marion County. Surety - United Pacific Insurance Company through the agent, Victor S. Risley Co., 223 Board of Trade Building, Portland 4. Completed August 23, 1962, but not yet accepted by the Highway Commission.

5. Contract No. 5991 with C. R. O'Neil, Rt. 2, Box 95, Creswell, for grading and structure on the N. Ashland Interchange-S. Ashland Interchange Section of the Pacific Highway in Jackson County. Surety - Great American Insurance Company, through the agent, Wells-Reed Insurance, 412 Failing Bldg., Portland 4. Contract not yet completed.

6. Contract No. 5829 with Vernie Jarl, P. O. Box 507, Gresham, for grading, paving, structures, and signing on the Multnomah County Line-East Cascade Locks Section of the Columbia River Highway in Hood River County. Surety - General Insurance Company of America, through the agent, Dooly & Co., Board of Trade Bldg., Portland 4. Contract not yet completed.

You state in your letter that you have delivered material to the Foress Company, Corvallis, in connection with the above jobs, and have experienced difficulty in obtaining payment. You are no doubt aware that the sureties on the various contracts furnished the performance bonds, which were given to assure completion of the contracts and payment of all bills incurred in them.

If you wish to protect your claims under the bonds, they should be filed with the Secretary of State within six months after the contracts have been accepted by the State Highway Commission. For your information, we are attaching excerpts from the Oregon laws outlining the filing procedure.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CC:
Mr. Ed Rief
Oregon State Highway Department
9200 S. E. McLaughlin Blvd.
Portland, Oregon

CWH:fp

Niedermeyer-Martin Co.

Pacific Coast Forest Products

Domestic and Export

Portland 4, Oregon

CABLE ADDRESS:
"NIEDO"
ALL CODES USED
TWX PD-204

HOME OFFICE
OREGON BANK BLDG.
PHONE CAPITOL 2-9581
AREA CODE 503

August 17, 1962.

Mr. Ed Rief,
Oregon State Highway,
9200 S. E. McLaughlin Blvd.,
Portland, Oregon.

Dear Ed:

We supplied material to the Foress Company, Corvallis, Oregon, which applied on the Oregon State Highway jobs listed below:

5565	1)	Judkins Point Section, Contract 5565	Material delivered 11/21/61
6052	2)	122nd Street Overpass, Multnomah County	" " 3/27/62
5714	3)	Evans Creek Station, Grants Pass, Oregon	" " 4/4/62
6024	4)	Battle Creek Junction, Illahee Section	" " 4/4/62
5991	5)	North Ashland Interchange/ South Ashland Interchange	" " 5/18/62
5829	6)	Multnomah County Line, East Cascade Locks, Oregon	" " 6/6/62 & 7/12/62

We have experienced some difficulty in obtaining payment for the material delivered to the jobsites listed above, and ask that you please furnish us with the following information which will be of help to us:

1. Name of Job.
2. Name of Project.
3. Contract Number.
4. Prime Contractor.
5. Date of Completion.
6. Date of Acceptance.
7. Surety Company who issued bond on each Job.

Thank you very much for your cooperation and assistance.

Sincerely,

NIEDERMEYER-MARTIN CO.,
By Bob Gilsdorf
Bob Gilsdorf.

BG/d.

RECEIVED
AUG 30 1962
OREGON
STATE HIGHWAY COMMISSION

Contract 5565

RECEIVED
8-13
AUG 6 1962

FOR FILING

Monthly transaction number	For -2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon**
Project report number 11	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County **Lane**
		Project number **U-UG-161(26)**

5565

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **March 14**, 19**60**, is hereby modified as follows:

Revised estimated total cost of project	$ **708,646.00**
Revised Federal funds	$ **563,569.00**
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **18** day of **July**, 19**62**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By R. H. Foster

Asst. State Hwy Engr.
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ XX **A. W. Parsons**
Division Engineer

L. R. Backlund
By: **L. R. Backlund**
Administrative Manager

USComm-DC 11170

July 16, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway Official, for the Judkins Point Overcrossing (Eugene) Section, Project No. U-UG-161(26).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:ra

Contract No. 5565   3-14-60   A

RECEIVED
MAR 30 1960
104

FOR FILING

Monthly Transaction No.	For R-2 (9-1_-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon**
		County **Lane**
Project Report No. I 5-4 8 (33) 193	**FEDERAL-AID PROJECT AGREEMENT**	Project No. **U-UG-161(26)**

5565

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Judkins Point O'xing (Eugene) Section

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		▨
Preliminary engineering	**3-9-59**	
Rights-of-Way		▨
Construction	**7-6-59**	**0.5**
Other (*Specify*)		

FUNDS

Estimated total cost of project $ **722,177**	Federal funds $ **562,000**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Forrest Cooper
~~Deputy~~ **State Highway Engineer**
(title)

By ______________________
____
(title)

By ______________________
____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
Division Engineer

By: C. C. Pike
~~R. C. Wright~~
Acting **Administrative Manager**

Date executed by Division Engineer **March 14, 1960**

USComm-DC 40257

March 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by the Highway Commission, for the Judkins Point Overcrossing (Eugene) Section, Project No. U-UG-161(26).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RWC:jb

February 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Judkins Point Overcrossing (Eugene) Section, Project No. U-UG-161(26).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:mm

Oregon State Highway Department

Federal Aid
Project No. U-U-G-161(26)

JUDKINS POINT OVERCROSSING (EUGENE) SECTION OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 15, 1960

Type Code P. E.

Preliminary Engineering	$ 5,000.00

Type Code 6201
Roadway (Sta. 174+00 to Sta. 182+74) (Sta. 190+21 to Sta. 201+45) (Contract No. 5565)

Clearing and Grubbing	All	Required	$	$ 6,000.00
Removal of Concrete and Masonry	All	Required		4,000.00
Drainage Excavation, Unclassified	30	Cu. Yds.	5.00	150.00
General Excavation, Unclassified	56,500	Cu. Yds.	1.25	70,625.00
Finishing Roadbed and Slopes	All	Required		1,500.00
12-Inch Corrugated Metal Pipe	30	Lin. Ft.	5.00	150.00
8-Inch Concrete Pipe	210	Lin. Ft.	2.00	420.00
36-Inch Concrete Pipe	160	Lin. Ft.	15.00	2,400.00
Extra for pipe under Pavement	24	Lin. Ft.	8.00	192.00
Concrete Inlets, Type "G"	4	Only	125.00	500.00
Adjustment of Manholes	2	Only	100.00	200.00
Adjustment of Catch Basins	2	Only	70.00	140.00
Concrete Curbs	100	Cu. Yds.	55.00	5,500.00
Concrete in Islands	22	Cu. Yds.	110.00	2,420.00
1-1/2 Inch Electrical Conduit	130	Lin. Ft.	1.50	195.00
Metal Guard Rail	2,100	Lin. Ft.	2.70	5,670.00
Metal Median Barrier	2,400	Lin. Ft.	5.50	13,200.00
Guide Posts, Type W-2	12	Only	8.50	102.00
Coarse Crushed Material in Base	6,000	Tons	2.25	13,500.00
3/4"-0 Material in Base	760	Tons	2.25	1,710.00
Sprinkling	180	M-Gal.	4.75	855.00
Preparation of Base	All	Required		500.00
3/4"-0 Material in Binder Course	60	Cu. Yds.	5.00	300.00
RC-3 Asphalt	10	Tons	65.00	650.00
RS-1 Asphalt	2	Tons	65.00	130.00
Class "B" Asphalt Concrete	2,260	Tons	7.00	15,820.00
Vertical Alternate Flashing Beacons	All	Required		700.00
				$147,529.00
Flagging (57½% of Contractor's Cost)	All	Required		2,500.00
Signing (Temporary)	All	Required		3,100.00
Work by Pacific Tel. and Tel. Co.	All	Required (50%)		8,200.00
Work by Eugene Water Board	All	Required		6,000.00
Work by Northwest Natural Gas Co.	All	Required		450.00
Adjustment of Lighting (Extra Work)	All	Required		8,000.00
		Subtotal		$175,779.00
		10% Engr. & Cont.		17,577.00
		Total		$193,356.00

Type Code X531

McKenzie Highway Overcrossing (Sta. 182+74 to 190+21) (Contract No. 5565)

Structural Excavation	1,200	Cu. Yds.	$ 7.00	$ 8,400.00
Furnish Steel Piling	600	Lin. Ft.	4.00	2,400.00
Drive Steel Piles	12	Only	40.00	480.00
Class "A" Concrete (2,525 cu.yds.)	All	Required		150,000.00
Metal Reinforcement (547,000 lbs.)	All	Required		68,000.00
Structural Steel (950,000 lbs.)	All	Required		205,000.00
Metal Handrail	1,450	Lin. Ft.	11.00	15,950.00
6-Inch Standard Steel Pipe	190	Lin. Ft.	7.00	1,330.00
Remove old Structure	All	Required		15,000.00
Splice Piles	3	Only	20.00	60.00
8-Inch Metal Drain Pipe	80	Lin. Ft.	3.20	256.00
				$466,876.00
Work by Western Union Co.	All	Required		5,750.00
Work by Southern Pacific Co.	All	Required		3,575.00
		Subtotal		$476,201.00
		10% Engr. & Cont.		47,201.00
		Total		$523,821.00

Length of Roadway.........0.379 Mile
Length of Structure.......0.141 Mile
Total Length..............0.520 Mile
Cost of Roadway Per Mile.$510,174.14

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 5,000.00	$ 3,700.00	$ 1,300.00
Roadway	193,356.00	166,000.00	27,356.00
Structure	523,821.00	392,300.00	131,521.00
	$722,177.00	$562,000.00	$160,177.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

JUDKINS POINT OVERCROSSING (EUGENE) SECTION

U-UG-161(26)

Estimated costs of work by the Southern Pacific Co.

Signal Work		$3,992.00	
Equipment Rental		165.00	
Freight		160.00	
Material Handling		112.00	
Accounting and Billing		813.00	
Contingencies		1,708.00	
Salvage Credit		1,450.00	Cr.
		$5,500.00	
	USE	$5,500.00	
I-5-4(33)193	USE 35%	$1,925.00	
U-UG-161(26)	USE 65%	$3,575.00	

Estimated costs of work by the Western Union Telegraph Co.

Labor		$ 8,169.00	
Equipment		660.00	
Materials		3,464.00	
Install and Remove Carrier Line Filters (S.P. Co.)		1,975.00	
Credits		2,732.00	Cr.
		$11,536.00	
	USE	$11,500.00	
I-5-4(33)193	USE (50%)	$ 5,750.00	
U-UG-161(26)	USE (50%)	$ 5,750.00	

Estimated costs of work by the Pacific Telephone and Telegraph Co.

Labor		$ 5,581.00	
Materials		10,277.00	
Equipment		888.00	
Right of Way		10.00	
Contract Work		750.00	
Salvage Credit		1,100.00	Cr.
		$16,406.00	
I-5-4(33)193	(50%) USE	$ 8,200.00	
U-UG-161(26)	(50%) USE	8,200.00	
		$16,400.00	

Estimated costs of work by Northwest Natural Gas Co.

Materials		$ 85.00
Labor		260.00
Equipment		25.00
Overhead		80.00
		$450.00
	USE	$450.00

Estimated cost of work by the Eugene Water and Electric Board

Materials		$ 6,105.00
Labor		6,269.00
Equipment		616.00
		$12,990.00
Project U-UG-161(26)	USE (50%)	$ 6,400.00
Project I-5-4(33)193	USE (50%)	6,400.00
	USE TOTAL	$12,800.00

Oregon State Highway Department

Federal Aid
Project U-UG-161(26)

JUDKINS POINT OVERCROSSING (EUGENE) SECTION
OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 2, 1959

Type Code P. E.

Preliminary Engineering	All Required		$5,000.00

Type Code 6201
Roadway (Sta. 174+00 to Sta. 182+74)(Sta. 190+21 to Sta. 201+45)

Clearing and Grubbing	All Required		$2,000.00
Removal of Concrete and Masonry	All Required		8,000.00
Drainage Excavation, Unclassified	20 cu. yds.	$3.00	60.00
General Excavation, Unclassified	56,500 cu. yds.	1.00	56,500.00
Finishing Roadbed and Slopes	All Required		1,000.00
12-inch Corrugated Metal Pipe	30 lin. ft.	3.75	112.50
8-inch Concrete Pipe	210 lin. ft.	2.00	420.00
36-inch Concrete Pipe	70 lin. ft.	10.00	700.00
Extra for Pipe under Pavement	24 lin. ft.	3.00	72.00
Concrete Inlets, Type "G"	2 only	90.00	180.00
Adjustment of Manholes	1 only	50.00	50.00
Adjustment of Catch Basins	2 only	30.00	60.00
Concrete Curbs	100 cu. yds.	48.00	4,800.00
Concrete in Islands	22 cu. yds.	45.00	990.00
1¼-inch Electrical Conduit	130 lin. ft.	1.75	227.50
Metal Guardrail	2,100 lin. ft.	3.00	6,300.00
Metal Median Barrier	2,400 lin. ft.	4.50	10,800.00
Coarse Crushed Material in Base	4,540 cu. yds.	2.25	10,215.00
3/4" - 0 Material in Base	640 cu. yds.	2.35	1,504.00
Sprinkling	180 M-gals.	3.00	540.00
Preparation of Base	All Required		300.00
3/4" - 0 Material in Binder Course	60 cu. yds.	3.75	225.00
RC-3 Asphalt	10 tons	50.00	500.00
RS-1 Asphalt	2 tons	75.00	150.00
Class "B" Asphaltic Concrete	2,050 tons	6.00	12,300.00
			$118,006.50
Flagging (57½% of Contractor's Cost)	All Required		2,500.00
Signing (Temporary)	All Required		3,100.00
Work by Pacific Telephone and Telegraph Co.	All Required		5,000.00
Work by Eugene Water Board	All Required		10,000.00

Work by Northwest Natural Gas Co.	All Required		$ 800.00
Work by Glenwood Water District	All Required		500.00
Adjustment of Lighting (Extra Work)	All Required		8,000.00
	Subtotal		$147,906.50
	10% Engr. & Cont.		14,790.65
	Total		$162,697.15

Type Code X531

McKenzie Highway Overcrossing (Sta. 182+74 to 190+21)

Structural Excavation	1,200 cu. yds.	$7.00	$8,400.00
Excavation Below Elevation Shown	100 cu. yds.	10.00	1,000.00
Furnish Steel Piling	600 lin. ft.	5.00	3,000.00
Drive Steel Piles	12 only	80.00	960.00
Class "A" Concrete (2,525 Cu. Yds. at $70.00)	All Required		176,750.00
Metal Reinforcement (547,000 lbs. at $0.125)	All Required		68,375.00
Structural Steel (950,000 lbs. at $0.23)	All Required		218,500.00
Metal Handrail	1,450 lin. ft.	12.00	17,400.00
6-inch Standard Steel Pipe	190 lin. ft.	5.00	950.00
Remove Old Structure	All Required		10,000.00
			$505,335.00
Work by Southern Pacific Co.	All Required		10,000.00
Work by Western Union Co.	All Required		11,900.00
	Subtotal		$527,235.00
	10% Engr. & Cont.		52,723.50
	Total		$579,958.50

Length of Roadway - - - - - - 0.379 Mile
Length of Structure - - - - - 0.141 Mile
Total Length - - - - - - - - 0.520 Mile
Cost of Roadway per Mile - - $429,280.07

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 5,000.00	$ 3,700.00	$ 1,300.00
Roadway	162,697.15	139,900.00	22,797.15
Structure	579,958.50	434,900.00	145,058.50
	$747,655.65	$578,500.00	$169,155.65

Federal Aid
Project U-UG-161(26)

Oregon State Highway Department

JUDKINS POINT OVERCROSSING (EUGENE) SECTION OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 16, 1959

Type Code P.E.

Preliminary Engineering	All	Required	$	$ 5,000.00

Type Code 6201
Roadway (Sta. 174+00 to Sta. 182+74)(Sta. 190+21 to Sta. 201+45)

Clearing and Grubbing	All	Required	$	$ 2,000.00
Removal of Concrete and Masonry	All	Required		8,000.00
Drainage Excavation, Unclassified	20	cu. yds.	3.00	60.00
General Excavation, Unclassified	56,500	cu. yds.	1.00	56,500.00
Finishing Roadbed and Slopes	All	Required		1,000.00
12-inch Corrugated Metal Pipe	30	lin. ft.	3.75	112.50
8-inch Concrete Pipe	210	lin. ft.	2.00	420.00
36-inch Concrete Pipe	70	lin. ft.	10.00	700.00
Extra for Pipe Under Pavement	24	lin. ft.	3.00	72.00
Concrete Inlets, Type "G"	2	only	90.00	180.00
Adjustment of Manholes	1	only	50.00	50.00
Adjustment of Catch Basins	2	only	30.00	60.00
Concrete Curbs	100	cu. yds.	48.00	4,800.00
Concrete in Islands	22	cu. yds.	45.00	990.00
1½-inch Electrical Conduit	130	lin. ft.	1.75	227.50
Metal Guard Rail	2,100	lin. ft.	3.00	6,300.00
Metal Median Barrier	2,400	lin. ft.	4.50	10,800.00
Coarse Crushed Material in Base	4,540	cu. yds.	2.25	10,215.00
3/4" - 0 Material in Base	640	cu. yds.	2.35	1,504.00
Sprinkling	180	M-gal.	3.00	540.00
Preparation of Base	All	Required		300.00
3/4" - 0 Material in Binder Course	60	cu. yds.	3.75	225.00
RC-3 Asphalt	10	tons	50.00	500.00
RS-1 Asphalt	2	tons	75.00	150.00
Class "B" Asphaltic Concrete	2,050	tons	6.00	12,300.00
				$118,006.50
Flagging (57½% of Contractor's Cost)	All	Required		2,500.00
Signing (Temporary)	All	Required		3,100.00
Work by Pacific Tel. and Tel. Co.	All	Required		5,000.00
Work by Eugene Water Board	All	Required		10,000.00
Work by Northwest Natural Gas Co.	All	Required		800.00
Work by Glenwood Water Dist.	All	Required		500.00
Adjustment of Lighting (Extra Work)	All	Required		8,000.00
	Subtotal			$147,906.50
	10% Engr. & Cont.			14,790.65
		Total		$162,697.15

Type Code X531
McKenzie Highway Overcrossing (Sta. 182+74 to 190+21)

Structural Excavation	1,200 cu. yds.	$7.00	$ 8,400.00
Furnish Steel Piling	600 lin. ft.	5.00	3,000.00
Drive Steel Piles	12 only	80.00	960.00
Class "A" Concrete (2,525 cu.yds. at $70.00)	All Required		176,750.00
Metal Reinforcement (547,000 lbs. at $0.125)	All Required		68,375.00
Structural Steel (950,000 lbs. at $0.23)	All Required		218,500.00
Metal Handrail	1,450 lin. ft.	12.00	17,400.00
6-inch Standard Steel Pipe	190 lin. ft.	5.00	950.00
Remove Old Structure	All Required		10,000.00
			$504,335.00
Work by Southern Pacific Co.	All Required		10,000.00
Work by Western Union Co.	All Required		11,900.00
	Subtotal		$526,235.00
	10% Engr. & Cont.		52,623.50
	Total		$578,858.50

Length of Roadway - - - - - - - -	0.379 Mile
Length of Structure - - - - - - -	0.141 Mile
Total Length- - - - - - - - - - -	0.520 Mile
Cost of Roadway Per Mile- - - -	$429,280.07

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 5,000.00	$ 3,700.00	$ 1,300.00
Roadway	162,697.15	139,900.00	22,797.15
Structure	578,858.50	434,100.00	144,758.50
	$746,555.65	$577,700.00	$168,855.65

Oregon State Highway Department

Federal Aid
Project U-UG-161(26)

JUDKINS POINT OVERCROSSING (EUGENE) SECTION
OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 12, 1959

Type Code P.E.

Preliminary Engineering	All Required	$	$ 5,000.00

Type Code 6201
Roadway (Sta. 174+00 to Sta. 182+74)(Sta. 190+21 to Sta. 201+45)

Clearing and Grubbing	All Required	$	$ 2,000.00
Removal of Concrete and Masonry	All Required		8,000.00
Drainage Excavation, Unclassified	20 cu. yds.	3.00	60.00
General Excavation, Unclassified	56,500 cu. yds.	1.00	56,500.00
Finishing Roadbed and Slopes	All Required		1,000.00
12-inch Corrugated Metal Pipe	30 lin. ft.	3.75	112.50
8-inch Concrete Pipe	210 lin. ft.	2.00	420.00
36-inch Concrete Pipe	70 lin. ft.	10.00	700.00
Extra for Pipe Under Pavement	24 lin. ft.	3.00	72.00
Concrete Inlets, Type "G"	4 only	90.00	360.00
Adjustment of Manholes	1 only	50.00	50.00
Adjustment of Catch Basins	2 only	30.00	60.00
Concrete Curbs	100 cu. yds.	48.00	4,800.00
Concrete in Islands	22 cu. yds.	45.00	990.00
1½-inch Electrical Conduit	130 lin. ft.	1.75	227.50
Metal Guard Rail	2,100 lin. ft.	3.00	6,300.00
Metal Median Barrier	2,400 lin. ft.	4.50	10,800.00
Guide Posts, Type W-2	12 only	6.75	81.00
Coarse Crushed Material in Base	6,000 tons	1.70	10,200.00
3/4" - 0 Material in Base	760 tons	1.80	1,368.00
Sprinkling	180 M-gal.	3.00	540.00
Preparation of Base	All Required		300.00
3/4" - 0 Material in Binder Course	60 cu. yds.	3.75	225.00
RC-3 Asphalt	10 tons	50.00	500.00
RS-1 Asphalt	2 tons	75.00	150.00
Class "B" Asphaltic Concrete	2,260 tons	6.00	13,560.00
Vertical Alternate Flashing Beacons	All Required		300.00
			$119,676.00
Flagging (57½% of Contractor's Cost)	All Required		2,500.00
Signing (Temporary)	All Required		3,100.00
Work by Pacific Tel. and Tel. Co.	All Required		10,000.00
Work by Eugene Water Board	All Required		5,000.00
Work by Northwest Natural Gas Co.	All Required		800.00
Work by Glenwood Water Dist.	All Required		450.00
Adjustment of Lighting (Extra Work)	All Required		8,000.00
	Subtotal		$149,526.00
	10% Engr. & Cont.		14,952.60
	Total		$164,478.60

Type Code X531
McKenzie Highway Overcrossing (Sta. 182+74 to 190+21)

Structural Excavation	1,200 cu. yds.	$7.00	$ 8,400.00
Furnish Steel Piling	600 lin. ft.	5.00	3,000.00
Drive Steel Piles	12 only	80.00	960.00
Class "A" Concrete (2,525 Cu.Yd. at $70.00)	All Required		176,750.00
Metal Reinforcement (547,000 Lbs. at $0.125)	All Required		68,375.00
Structural Steel (950,000 Lbs. at $0.28)	All Required		266,000.00
Metal Handrail	1,450 lin. ft.	12.00	17,400.00
6-inch Standard Steel Pipe	190 lin. ft.	5.00	950.00
Remove Old Structure	All Required		10,000.00
Splice Piles	3 only	40.00	120.00
8-inch Metal Drain Pipe	80 lin. ft.	4.00	320.00
			$552,275.00
Work by Western Union Co.	All Required		5,750.00
Work by Southern Pacific Co.	All Required		3,575.00
	Subtotal		$561,600.00
	10% Engr. & Cont.		56,160.00
	Total		$617,760.00

Length of Roadway - - - - - - - 0.379 Mile
Length of Structure - - - - - - 0.141 Mile
Total Length- - - - - - - - - - 0.520 Mile
Cost of Roadway Per Mile- - - $433,980.40

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 5,000.00	$ 3,700.00	$ 1,300.00
Roadway	164,478.60	141,000.00	23,478.60
Structure	617,760.00	463,000.00	154,760.00
	$787,238.60	$607,700.00	$179,538.60

JUDKINS POINT OVERCROSSING (EUGENE) SECTION

U-UG-161(26)

Estimated costs of work by the Southern Pacific Co.

Signal Work		$ 3,992.00
Equipment Rental		165.00
Freight		160.00
Material Handling		112.00
Accounting and Billing		813.00
Contingencies		1,708.00
Salvage Credit		1,450.00 Cr.
		$ 5,500.00
	USE	$ 5,500.00
I-5-4(33)193	Use 35%	$ 1,925.00
U-UG-161(26)	Use 65%	$ 3,575.00

Estimated costs of work by the Western Union Telegraph Co.

Labor		$ 8,169.00
Equipment		660.00
Materials		3,464.00
Install & Remove Carrier Line Filters (SP Co.)		1,975.00
Credits		2,732.00 Cr.
		$11,536.00
	USE	$11,500.00
I-5-4(33)193	Use 50%	$ 5,750.00
U-UG-161(26)	Use 50%	$ 5,750.00

Federal Aid
Oregon State Highway Department
Project U-UG-161(26)

JUDKINS POINT OVERCROSSING (EUGENE) SECTION

OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 28, 1959

Type Code P.E.

Preliminary Engineering	All	Required	$	$ 5,000.00

Type Code 6201
Roadway (Sta. 174+00 to Sta. 182+74)(Sta. 190+21 to Sta. 201+45)

Clearing and Grubbing	All	Required	$	$ 2,000.00
Removal of Concrete and Masonry	All	Required		8,000.00
Drainage Excavation, Unclassified	30	cu. yds.	3.00	90.00
General Excavation, Unclassified	56,500	cu. yds.	1.00	56,500.00
Finishing Roadbed and Slopes	All	Required		1,000.00
12-inch Corrugated Metal Pipe	30	lin. ft.	3.75	112.50
8-inch Concrete Pipe	210	lin. ft.	2.00	420.00
36-inch Concrete Pipe	160	lin. ft.	10.00	1,600.00
Extra for Pipe Under Pavement	24	lin. ft.	3.00	72.00
Concrete Inlets, Type "G"	4	only	90.00	360.00
Adjustment of Manholes	2	only	275.00	550.00
Adjustment of Catch Basins	2	only	30.00	60.00
Concrete Curbs	100	cu. yds.	48.00	4,800.00
Concrete in Islands	22	cu. yds.	45.00	990.00
1½-inch Electrical Conduit	130	lin. ft.	1.75	227.50
Metal Guard Rail	2,100	lin. ft.	3.00	6,300.00
Metal Median Barrier	2,400	lin. ft.	4.50	10,800.00
Guide Posts, Type W-2	12	only	6.75	81.00
Coarse Crushed Material in Base	6,000	tons	1.70	10,200.00
3/4" - 0 Material in Base	760	tons	1.80	1,368.00
Sprinkling	180	M-gal.	3.00	540.00
Preparation of Base	All	Required		300.00
3/4" - 0 Material in Binder Course	60	cu. yds.	3.75	225.00
RC-3 Asphalt	10	tons	50.00	500.00
RS-1 Asphalt	2	tons	75.00	150.00
Class "B" Asphaltic Concrete	2,260	tons	6.00	13,560.00
Vertical Alternate Flashing Beacons	All	Required		300.00
				$121,106.00
Flagging (57½% of Contractor's Cost)	All	Required		2,500.00
Signing (Temporary)	All	Required		3,100.00
Work by Pacific Tel. and Tel. Co.	All	Required		10,000.00
Work by Eugene Water Board	All	Required		5,000.00
Work by Northwest Natural Gas Co.	All	Required		800.00
Work by Glenwood Water Dist.	All	Required		450.00
Adjustment of Lighting (Extra Work)	All	Required		8,000.00
	Subtotal			$150,956.00
	10% Engr. & Cont.			15,095.60
			Total	$166,051.60

Type Code X531
McKenzie Highway Overcrossing (Sta. 182+74 to 190+21)

Structural Excavation	1,200 cu. yds.	$7.00	$ 8,400.00
Furnish Steel Piling	600 lin. ft.	5.00	3,000.00
Drive Steel Piles	12 only	80.00	960.00
Class "A" Concrete (2,525 Cu.Yd. at $70.00)	All Required		176,750.00
Metal Reinforcement (547,000 Lbs. at $0.125)	All Required		68,375.00
Structural Steel (950,000 Lbs. at $0.28)	All Required		266,000.00
Metal Handrail	1,450 lin. ft.	12.00	17,400.00
6-inch Standard Steel Pipe	190 lin. ft.	5.00	950.00
Remove Old Structure	All Required		10,000.00
Splice Piles	3 only	40.00	120.00
8-inch Metal Drain Pipe	80 lin. ft.	4.00	320.00
			$552,275.00
Work by Western Union Co.	All Required		5,750.00
Work by Southern Pacific Co.	All Required		3,575.00
	Subtotal		$561,600.00
	10% Engr. & Cont.		56,160.00
	Total		$617,760.00

Length of Roadway - - - - - - 0.379 Mile
Length of Structure - - - - - 0.141 Mile
Total Length- - - - - - - - - 0.520 Mile
Cost of Roadway Per Mile- - - $438,980.40

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 5,000.00	$ 3,700.00	$ 1,300.00
Roadway	166,051.60	142,300.00	23,751.60
Structure	617,760.00	463,000.00	154,760.00
	$788,811.60	$609,000.00	$179,811.60

JUDKINS POINT OVERCROSSING (EUGENE) SECTION

U-UG-161(26)

Estimated costs of work by the Southern Pacific Co.

Signal Work		$ 3,992.00
Equipment Rental		165.00
Freight		160.00
Material Handling		112.00
Accounting and Billing		813.00
Contingencies		1,708.00
Salvage Credit		1,450.00 Cr.
		$ 5,500.00
	USE	$ 5,500.00
I-5-4(33)193	Use 35%	$ 1,925.00
U-UG-161(26)	Use 65%	$ 3,575.00

Estimated costs of work by the Western Union Telegraph Co.

Labor		$ 8,169.00
Equipment		660.00
Materials		3,464.00
Install & Remove Carrier Line Filters (S.P.Co.)		1,975.00
Credits		2,732.00 Cr.
		$11,536.00
	USE	$11,500.00
I-5-4(33)193	Use 50%	$ 5,750.00
U-UG-161(26)	Use 50%	$ 5,750.00

RECEIVED
MAY 15 1962
FOR FILING

I-5-4( )113

4 4 6

May 14, 1962

The Aetna Casualty & Surety Co.,
Portland Service Department
300 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #5565, awarded to Peter Kiewit Sons' Co., for structures-grading-oiling the Willamette River & Judkins Point Overcrossing Sections of Pacific and McKenzie Highways in Lane County.

This contract was completed on December 14, 1961, and was accepted by the Highway Commission on January 19, 1962. Final payment in the amount of $111,492.95 will be released to the contractor on or after May 21, 1962. The total contract amount is $2,160,195.58, of which amount $17,696.76 represents force account items.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Peter Kiewit Sons' Co.,
P. O. Box 1777
Vancouver
Washington

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 24, 1962

Section Willamette River Br. & Judkins Pt. Oxing

Kind of work bridge approaches

Highway Pacific & McKenzie County Lane

Section prefix 620-1049

Contractor Peter Kiewit Sons

Contract number 5565

Date of contract December 1, 1959

Specified work days 440 300

Date work started December 1, 1959

Work days used

Project authorization $

Exclusive of engineering $

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $

Estimated per cent overrun or underrun %

Per cent of contract completed, based on estimated cost %

Engineering authorization $

Engineering cost to date $, %

Date project was completed December 14, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

On Monday the final records for grading and paving items were compiled and turned over to Ellis Jones for incorporation in the final estimate for the total project. This completes our colloberation on the engineering for this job.

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
MAR 26 1962
NOTED ☒ CE ☒ ACE ☒ ACE ☒ ☒ CUE

Signed J. E. Chapman

Address Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
AN 4 1962
FORM E-30 5OM 3-61 94307
FOR FILING

5565

file

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 3, 1962

SUBJECT: Pux 316 & 317 - Judkins Pt. O-Xings
Southern Pacific Co.
Lane County
File 29835

To: Mr. Floyd Query, Secretary
State Highway Commission
Office

Attached please find a fully executed copy of a supplemental agreement between Union Pacific and the State relative to the above titled matter. This agreement should be filed in your permanent records.

Distribution of conformed copies has been made as indicated below.

Glen Sorensen
GLEN V. SORENSEN
Staff Attorney

GVS:ks
attach.

cc: G. S. Paxson
Ivan Merchant
F. D. Morgan
Earl Saling
L. R. Chandler
I. A. DeFrance
J. W. Nash
C. H. Maison

NOTED
YD QUER

RECEIVED
FORM E-123-X
DEC 26 1961

FOR [illegible]

D Cook

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5565

December 19, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 N. E. Cottage St.
Salem, Oregon

Dear Mr. Polk:

Re: Willamette River Bridge
Judkins Point O'Xing Structures
FAP Nos. I-5-4(33)193
U-UG-161(36)

Peter Kiewit Sons' Company completed work on Contract No. 5565 on the above project. Willamette River Bridge was completed on December 14, 1961, for the workday count of 364 against an allotted 440. The Judkins Point Overcrossing was completed on September 26, 1961, with a workday count of 289 against 300 days allotted.

Very truly yours,

NOTED ON CARD

Ivan D. Merchant
Bridge Engineer

CAG:dl

NOTED
FLOYD QUERY

cc: Floyd Query
J. W. Nash
D. B. Parkes

P. S. ------

Mr. Parkes and Mr. Query:

Will you please secure authority from the commission to pay the final estimate on this project.

IDM

RECEIVED
DEC 22 1961
FOR FILING

S-2705-B

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
A. D. DeMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
C. E. NEAL
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

[illegible]
5565

December 18, 1961

911276/323
O-PD#59-7

Mr. L. I. Lindas
Chief Counsel
State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. Glen V. Sorensen

Dear Mr. Lindas:

This refers to your letter of November 20, 1961, File Pux 316 - Judkins Point O-Xings, Southern Pacific Co., File 29835, with which you returned supplemental agreement in connection with an overpass near Judkins.

The State's fully executed counterpart of that agreement dated November 15 is attached.

Yours truly,

HM Williamson

Enc.

cc: Mr. G. S. Paxson, Ass't. State Highway Engineer

RECEIVED
DEC 21 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 21 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 21 1961

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

5565

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 20, 1961

Mr. H. M. Williamson
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: Pux 316 - Judkins Point O-Xings
Southern Pacific Co.
File 29835

Dear Mr. Williamson:

Herewith I hand you two copies of an agreement relative to overcrossings on the Willamette River-Judkins Point Section of the Pacific Highway. These have been executed by the State Highway Commission and are now ready for execution by the Railroad Company.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
GLEN V. SORENSEN

GVS:ks
enc. 2

cc: Earnest Kendrey
G. S. Paxson

RECEIVED
1961
STATE HIGHWAY ENGINEER

RECEIVED
DEC 13 1961
FOR FILING

#. 5565

Salem, Oregon
November 17, 1961

Agenda Item 4j-4

Pux 316 & 317 - Judkins Point O-Xings
Southern Pacific Company
File 29835

Mr. L. I. Lindas
Chief Counsel
Office

Attention: Mr. Glen V. Sorensen
Staff Attorney

Attached are two copies of an agreement with the Southern Pacific Company covering overcrossings on the Willamette River-Judkins Point Section of the Pacific Highway in Lane County. These copies have been executed by the State Highway Commission and are now ready for execution by the Railroad Company.

When fully signed please return one copy to this office for the Commission's files.

Secretary

rn
Attach: 2

RECEIVED
NOV 15 1961
FOR FILING

5562

Salem, Oregon
November 14, 1961

Willamette River-Judkins Pt.
Overcrossing Structures

Mr. Glen Sorenson

Herewith supplemental agreement between the Southern Pacific Company and the State covering railroad reimbursable items on the Willamette River-Judkins Point Section of the Pacific Highway in Lane County.

Will you please arrange for presentation of the agreement to the Highway Commission at its meeting tomorrow.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N.E.
Salem, Oregon

TO : W. C. Williams, State Highway Engineer
Attention: G. S. Paxson, Ass't State Highway Engr.
Salem, Oregon

DATE November 14, 1961

C G Polk

FROM : C. G. Polk, Division Engineer
08-35.2-0 Salem, Oregon

SUBJECT: Oregon I-5-4(33)193 and U-UG-161(26)
Willamette River and Judkins Point
Overcrossing Structures - Contract No. 5565

Attached is the copy of a proposed supplemental agreement forwarded with your letter of November 2, 1961. Inasmuch as it appears to be satisfactory and in accord with the applicable provision of the original agreement, made August 3, 1959, we will give it our approval after signature by officials of the State and the Southern Pacific Company.

Attachment

FORM E-30 50M 3-61 24307

7-5-41

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

AGENDA
NOV 16 1961

4 j - 4

Salem, Oregon
November 14, 1961

SUBJECT: Pux 316 & 317 - Judkins Point O-Xings
Southern Pacific Company
File 29835

To: Mr. Floyd Query, Secretary
State Highway Commission
Office

Attached hereto are duplicate and original copy of proposed agreement between Southern Pacific Company and the State covering the above-titled matter. Both copies should be executed by the Commission.

After execution by the Commission, please return both copies direct to this office for further handling.

Glen V. Sorensen
GLEN V. SORENSEN
Staff Attorney

GVS:ks
enc. 2

cc: G. S. Paxson

Ⓐ
2 COPIES TO
BE SIGNED
(by Commission)

M

RECEIVED
NOV 8 1961
FOR FILING

I [illegible]

5565

November 2, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: Willamette River and Judkins Point
Overcrossing Structures
Grading and Oiling
Contract No. 5565

Dear Sir:

The agreement between the State and the Southern Pacific Company covering the above project, dated August 3, 1959, has attached to it "Exhibit A", which is the estimated cost of reimbursable railroad services. This estimate was a net estimated cost of $17,840. In Section 4, Page 2, of the above agreement, it is provided that in the event the total amount of the estimate is exceeded, State shall not be obligated to reimburse Railroad for any such excess unless and until such expenditure shall have been approved by State in writing, and provides further that any additional payment shall be covered by supplemental agreement.

The Railroad's costs have exceeded the amount of the estimate, and they have submitted a supplemental agreement, copy of which is attached, showing the net cost to be $19,379 as now estimated. This is a cost over and above the original agreement of $1,539. In our judgment, the costs incurred by the Railroad Company are justified, and we would recommend approval of the agreement covering the additional costs. Will you please examine the copy of the agreement attached hereto and advise as to your approval so that it may be presented to the Highway Commission. This is one of the copies that must be submitted to the Highway Commission for approval, and I ask that it be returned. Conformed copies will be furnished to you when the agreement is completed by the Commission and by the Southern Pacific Company.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc to: Mr. W. C. Williams
Mr. Glen Sorenson

Attach.

GSP:aw

4-61

S-2708

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

H. M. WILLIAMSON
CHIEF ENGINEER—SYSTEM
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
W. J. JONES
ENGINEER MAINTENANCE OF WAY AND STRUCTURES—SYSTEM
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
A. D. DEMOSS
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
C. E. NEAL
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

October 31, 1961

911276/323
O-PD-59-7

Mr. W. C. Williams
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson, Ass't. State Highway Engineer

Dear Mr. Williams:

Construction of the highway overpass near Judkins is covered by agreement between the State of Oregon and Southern Pacific Company dated August 3, 1959.

Section 4 of that agreement provides that in the event the cost of the work performed by railroad exceeds the total amount of the estimate the overrun is to be covered by a supplemental agreement mutually satisfactory to the parties.

The railroad work has been completed, resulting in a final cost of approximately $19,379. We are enclosing duplicate counterparts and one copy of a proposed supplemental agreement substituting a revised Exhibit A to reflect this amount. If you find it satisfactory, will you please arrange for execution on behalf of the State and return both counterparts to us for further attention. The extra copy is for your immediate use pending final execution.

Yours truly,

H M Williamson
R

Enc.

RECEIVED
NOV 2 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 2 1961
OFFICE OF
STATE HIGHWAY ENGINEER

JL - 10/26/61 - V - 911/3

THIS SUPPLEMENTAL AGREEMENT, made this _____ day of _____________, 1961, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad", and the STATE OF OREGON, acting by and through its State Highway Commission, herein called "State";

RECITALS:

The parties hereto entered into an agreement dated August 3, 1959, (Railroad's Document 112304) covering construction and maintenance of a highway overpass across the property of Railroad near Judkins, Oregon.

The parties now desire to modify said agreement as hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed as follows:

1. Exhibit "A" attached to this supplemental agreement is hereby substituted in lieu and instead of the Exhibit "A" attached to said agreement of August 3, 1959.

2. Except as herein otherwise provided, all of the terms, covenants and conditions of said agreement of August 3, 1959, shall be and remain in full force and effect, subject to termination as therein provided.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC COMPANY

By______________________
(Title)

Attest__________________
Assistant Secretary

APPROVED:

____
Asst. State Highway Engineer

APPROVED AS TO FORM:

____
Chief Counsel

STATE OF OREGON, by and through its State Highway Commission

By______________________
Chairman

By______________________
Commissioner

By______________________

THIS SUPPLEMENTAL AGREEMENT, made this _____ day of ______________, 1961, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad", and the STATE OF OREGON, acting by and through its State Highway Commission, herein called "State";

RECITALS:

The parties hereto entered into an agreement dated August 3, 1959, (Railroad's Document 112304) covering construction and maintenance of a highway overpass across the property of Railroad near Judkins, Oregon.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC COMPANY

By______________________
(Title)

Attest______________________
Assistant Secretary

APPROVED:

____
Asst. State Highway Engineer

APPROVED AS TO FORM:

____
Chief Counsel

____
Assistant Counsel

ATTEST:

______________________ Secretary

STATE OF OREGON, by and through its State Highway Commission

By______________________
Chairman

By______________________
Commissioner

By______________________
Commissioner

EXHIBIT "A"

(a)	Preliminary engineering	$ 124
(b)	Signal work	4,946
(c)	Field engineering and inspection	6,877
(d)	Flagmen and watchmen	4,906
(e)	Equipment rental	80
(f)	Freight	26
(g)	Material handling	132
(h)	Vacation and holiday allowance	907
(i)	Health and welfare	387
(j)	RR ret. and unemployment taxes	1,421
(k)	Compensation, P.L. and P.D. ins.	544
(l)	Accounting and billing	781
(m)	Total Cost	$21,131
(n)	Less Salvage	1,752
(o)	Net Cost	$19,379

RECEIVED
OCT 23 1961
FORM E-BOX 50M 7-60 29396
FOR FILING

[illegible]

5565

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 11, 1961

SUBJECT: Willamette River Bridge and
Judkins Point Overcrossing
Contract No. 5565
Pacific & McKenzie Highways
Lane County

To: Mr. F. D. Morgan
Division Engineer
Roseburg, Oregon

We have obtained verbal approval from the Bureau of Public Roads for addition of guard rail on this project on the $L^{6}R$ line (south bound on-ramp) between stations 198+90 and 206+00 Rt. Please submit a price agreement for the additional work.

The other additional guard rail requested in your letter of September 19, was not approved.

Ivan D. Merchant
Bridge Engineer

CAG:nk

cc: Tom Edwards
G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
OCT 11 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 1 1961

FOR FILING

5565

August 1, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

In accordance with my conversation with Mr. Ted Dec, I am attaching hereto six copies of Price Agreement No. 13 on the Willamette River-Judkins Point Overcrossing Section, Contract No. 5565. This price agreement covers the deepening and lining of a drainage channel parallel with the railroad tracks and underneath the overcrossing structure. In our design for the project we shortened the structural part in order to decrease the cost, and in doing so, placed embankment in a considerable portion of the old overflow channel. Our studies indicate that there is a probability that we would back surface drainage up onto property lying southerly or upstream from the overcrossing structure. I believe this has been discussed with your hydraulic section, and that they concur in our opinion.

We propose to handle this by price agreement on the contract. The unit prices shown have been checked by our cost analysts and certified as reasonable. I would appreciate your approval of this price agreement in the amount of $8,983.75. Ample money is in the contingency fund, and no increase in project authorization will be required.

It would be appreciated if you would return all six copies to me so that they can be distributed through usual channels.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:am

cc to: Mr. W. C. Williams

RECEIVED
AUG 1 1961
FOR FILING

5565

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
July 18, 1961

To: Ivan D. Merchant
Bridge Engineer
Salem, Oregon

SUBJECT: Willamette River &
Judkins Point Overcrossing Sec.,
Contract 5565
Pacific Highway
Lane County

I forward herewith Price Agreement No. 13 written against the subject project to cover the installation of the drainage canal which you have previously approved. Attached is a copy of a letter from Mr. R. W. Ellison, Resident Bridge Engineer, explaining the various details of this project.

Construction of this drainage installation at an estimated cost of $8983.75 will not cause the project to overrun its present authorization.

I recommend approval of this Price Agreement.

F. D. Morgan
Division Engineer

Prices Ok
Maurice
Chief Cost Analyst

Mr. Juul — Will you please check our prices and give me your comments.

FDM:ds
encl.

RECEIVED
JUL 28 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM JUL 19 1961 PM
7,8,9,10,11,12,1,2,3,4,5,6

NOTED

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
July 12, 1961

SUBJECT: Willamette R. & Jud. Point O'Xing Sect.
Contract 5565

To:

Mr. F. D. Morgan
Division Engineer
Roseburg, Oregon

Herewith for your approval please find Price Agreement No. 13 written against the subject project and covering the installation of the drainage canal which we have previously discussed.

Our Salem office recommended that the width of the canal be increased to seventeen feet instead of the eight and one half feet we had originally. This caused the quantities to be increased resulting in a total estimated cost of $ 8983.75 which is the amount this agreement totals.

The proposed canal will have a 320-ft concrete lined section, a 100-ft unlined section below the lined section and a 200-ft unlined section above the lined section. The sketch accompanying the agreement shows location and cross section of the canal.

The contractor on this project has signed this price agreement with the stipulation that he will not be responsible for any extra work involved should subsidence of the bridge approach fill occur as a result of the excavation necessary for this canal. The contractor's thought is that excavating for the canal might cause an unstable condition to exist in the moist clay layer through which the canal is to be built and allow the clay under the toe of the approach fill to slide into the canal excavation thus resulting in subsidence of the approach fill. If such should occur the contractor does not want to be held responsible for any work required to restore the fill or the canal. With the approval of our Salem office I have written the contractor a letter stating that he will not be responsible for such subsidence, etc., should it occur.

The hand excavation shown is that required in the area where the canal crosses the existing 4-in. high pressure gas main. The top of the gas main will be right at the bottom of the canal and hand excavation will be required in the area of the main to insure that it is not damaged. Such excavation will be only that volume actually removed by hand methods.

The prices shown on the agreement have been discussed with Mr. Merchant and have the tentative approval of the Bureau of Public Roads.

RECEIVED
BRIDGE DIVISION
AM JUL 19 1961 PM
7,8,9,10,11,12,1,2,3,4,5,6

R. W. Ellison
Resident Bridge Engineer

RWE:toa
cc: I. D. Merchant
E. G. Ricketts

RECEIVED
a jm-mp JUN 26 1961
FOR FILING

S-240

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

U. E. NORDEEN
GENERAL AUDITOR

H. A. NELSON
C. S. MACKENZIE
R. V. COLE
ASSISTANT GENERAL AUDITORS

C. H. FLEMER
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
C. S. GROVE
AUDITOR OF PAY ROLL ACCOUNTS
H. J. KIHN
AUDITOR OF FREIGHT ACCOUNTS

G. W. KLEE
AUDITOR OF DISBURSEMENTS
G. TRABERT
AUDITOR OF MISCELLANEOUS ACCOUNTS
S. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES

5565

IN REPLY PLEASE REFER TO
EBD-220-113-State of
Oregon

JUN 23 1961

State of Oregon
Oregon Highway Department
Salem, Oregon

Gentlemen:

We have outstanding in our accounts bill No. 428710 for $972.92, covering cost of labor and materials furnished in connection with construction of highway overpass at Judkins, Oregon, per document audit No. 112304, dated August 3, 1959.

Please advise present status of your handling of this bill and when we may expect to receive certification for signature.

Yours truly,

G. TRABERT

By Jm

RECEIVED
JUN 26 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
S. P[illegible]

RECEIVED
JUN 2 1961

FOR FILING
I-5-4 (33) 193

5566

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 1, 1961

SUBJECT: Willamette River Bridge
Bridge No. 8329

Linn Co. Line - Willamette Rv.

Willamette River Br.
[illegible]

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

Yesterday I inspected this structure and found that Peter Kiewit & Sons just finished the dike which will permit them to go ahead and work on Pier 2. Due to the late high water, this dike has been washed out three times, and this is the third time it has been replaced.

At this date it appears that the earliest completion date will be October 31.✓ High water conditions will make it mandatory for them to complete by this date.

Workdays remaining as of May 26 are 194.

E G Ricketts

E. G. Ricketts
Assistant Bridge Engineer

G. S. PAXSON

EGR/mm

RECEIVED
JUN 2 1961
OFFICE OF
STATE HIGHWAY ENGINEER

P. O. BOX 632

FARWEST STEEL CO.

EUGENE, OREGON

PHONE DI 3-7781

RECEIVED
OCT [illegible] 1960
FOR FILING

1-5-4 (33) 193
5565

OCTOBER 25, 1960

PETER KIEWIT SONS' CO.
PO BOX 5301
EUGENE, OREGON

RE: OUR LETTER OF OCTOBER 24TH, TO MR. GLEN PAXSON, OREGON STATE HIGHWAY DEPT.; WILLAMETTE RIVER BRIDGE, JUDKINS PT. OVERCROSSING, FEDERAL PROJECT #1-5-4-(33)-193-V-VG-161-(26).

GENTLEMEN:

WE ENCLOSE OUR SPECIAL INVOICE COVERING SPECIAL CUT-TO-ORDER REINFORCING STEEL AS REQUIRED IN REFERENCE PROJECT. OUR LETTER OF OCTOBER 24TH TO THE STATE HIGHWAY DEPT., COPY OF WHICH IS IN YOUR FILES, HAS EXPLAINED OUR REASONING.

WE HAVE INCLUDED ONLY THAT STEEL WHICH WILL BE CONTAINED IN SPANS 3, 4, & 5, AND HAVE EXCLUDED THAT WHICH IS TO BE INCORPORATED INTO SPANS 6, 7, & 8.

VERY TRULY YOURS,

FARWEST STEEL CO.

H. E. EVANS, MGR.

HEE:SC
ENCL.
CC: RES. BRIDGE ENGINEER, MR. ELLISON
✓CC: ORE. STATE HIGHWAY DEPT., MR. PAXSON

G. S. PAXSON

ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL.
PRICES SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE NOTED.

RECEIVED
OCT [illegible] 1960
FOR FILING

1-5-4 (33) 193
11-116-[illegible]
5565

4

October 25, 1960

Farwest Steel Company
Post Office Box 632
Eugene, Oregon

Re: Reinforcing Steel
Willamette River
Bridge at Eugene

Gentlemen:

I have your letter of October 24 but can only restate our previous decision that we do not think it advisable to extend payment until such time as the material is on the job in accordance with the provisions of the specifications.

If some arrangement with the contractor can be made for suitable storage on the job, we will, of course, be pleased to include the material on hand in our estimate.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:mm

cc to: Mr. W. C. Williams
Mr. F. B. Crandall

7

RECEIVED
OCT 26 1960
FOR FILING

1-5-4 (33 193
1446-161 (66)
5565

October 25, 1960

Farwest Steel Company
Post Office Box 632
Eugene, Oregon

Re: Reinforcing Steel
Willamette River
Bridge at Eugene

Gentlemen:

I have your letter of October 24 but can only restate our previous decision that we do not think it advisable to extend payment until such time as the material is on the job in accordance with the provisions of the specifications.

If some arrangement with the contractor can be made for suitable storage on the job, we will, of course, be pleased to include the material on hand in our estimate.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. W. C. Williams
Mr. F. B. Crandall

P. O. BOX 632

PHONE DI 3-7781

FARWEST STEEL CO.

EUGENE, OREGON

OCTOBER 24, 1960

OREGON STATE HIGHWAY DEPT.
STATE HIGHWAY BLDG.
SALEM, OREGON

ATTENTION: MR. GLEN PAXSON, ASSIST. HIGHWAY ENGINEER

RE: WILLAMETTE RIVER BRIDGE, JUDKINS PT. OVERCROSSING,
FEDERAL PROJECT #1-5-4-(33)-193-V-VG-161-(26).

GENTLEMEN:

FROM YOUR OCTOBER 14TH REPLY TO OUR LETTER REQUESTING REINFORCING STEEL PAYMENT ON THE WILLAMETTE RIVER BRIDGE CONTRACT WITH PETER KIEWIT SONS' CO., WE FEEL THAT OUR POSITION IS NOT YET FULLY UNDERSTOOD BY THE STATE.

YOU HAVE STATED PAYMENT CAN NOT BE MADE FOR REINFORCING STEEL STILL IN OUR WAREHOUSE BECAUSE OF POSSIBLE DIFFICULITY IN INSPECTING AND MAINTAINING SEGREGATION. WE UNDERSTAND THAT THE STATE HAS MADE ADVANCE PAYMENT FOR MATERIAL SUCH AS CRUSHED ROCK ON A VENDOR'S PREMISES, WHICH WOULD BE MORE DIFFICULT TO SEGREGATE AND IDENTIFY THAN REINFORCING STEEL BARS INDIVIDUALLY BUNDLED BY SIZE AND LENGTH, AND TAGGED WITH COMPLETE IDENTIFICATION AS TO JOB, CONTRACTOR, AND DESCRIPTION OF THE STEEL.

THE STEEL FOR WHICH WE ASK PAYMENT IS NOT A PART OF OUR NORMAL OPERATING INVENTORY. IT IS MATERIAL ORDERED FROM THE MILL IN EXACT LENGTHS TO MEET THAT JOBS' SPECIFICATIONS. IT IS SET ASIDE AND CAN NOT BE USED FOR ANY OTHER JOB, UNLESS BY SHEER COINCIDENCE A SITUATION OCCURED WITH IDENTICAL SIZE, LENGTH AND BENDING MEASUREMENTS.

AS POINTED OUT IN OUR FIRST LETTER, THIS PROBLEM ARISES OUT OF A CHANGE IN THE CONTRACTORS CONSTRUCTION SCHEDULE, WHICH SET BACK 9 TO 12 MONTHS THE ULTIMATE REQUIREMENT TIME OF THE STEEL. IF THERE WAS STORAGE AT JOBSITE, WE WOULD BE MOST HAPPY TO DELIVER AS ORIGINALLY

CONTINUED NEXT PAGE-

ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL.
PRICES SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE NOTED.

G S PAXSON

scheduled. We assure you that the steel can be set aside in our warehouse, properly segregated and available for State inspection at any time. It will be completely protected from the elements, insured against all forms of loss, and can occupy storage space specifically under lease to the State.

To implement this request, we are submitting an invoice to Peter Kiewit Sons' Co. which will list and price in detail all steel involved.

Very truly yours,

FARWEST STEEL CO.

H. E. Evans, Mgr.

HEE:sc
CC: Peter Kiewit Sons' Co., Eugene-
CC: Bob Ellison, Resi. Bridge Engineer.

RECEIVED
OCT 25 1960
OREGON
STATE HIGHWAY COMMISSION

ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL.
PRICES SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE NOTED.

RECEIVED
OCT 1960

FOR FILING

1-5-4(23)193
11-116-161(26)
5565

October 14, 1960

Farwest Steel Company
Post Office Box 632
Eugene, Oregon

Attention: Mr. E. E. Evans, Manager

Gentlemen:

Reference is made to your letter of October 11 requesting payment on the contract for the Willamette River bridge and Judkins Point overcrossing, Peter Kiewit Sons' contractors, for reinforcing steel held in stock in your warehouse.

We cannot make such payment unless the steel is delivered to the job and stocked by the contractor. Reinforcing steel differs from some other items for which we have made payment prior to actual delivery on the job in that it cannot be easily inspected or segregated from other items in a fabricator's warehouse.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:mm
cc: W. C. Williams
I. D. Merchant

P. O. BOX 632 PHONE DI 3-7781

FARWEST STEEL CO.

EUGENE, OREGON

October 11, 1960

Oregon State Highway Dept.
State Highway Bldg.
Salem, Oregon

Attention: Mr. Glen Paxson, Assist. Highway Engineer

Re: Willamette River Bridge, Judkins Pt. Overcrossing,
Federal Project #1-5-4-(33)-193-V-VG-161-(26).

Gentlemen:

We are under contract to Peter Kiewit Sons' Co. to supply reinforcing steel as required, according to Oregon State Highway plans and specifications for reference project. To conform with contractor's progress schedule, established at beginning of work on project and maintained until approximately 2 weeks ago, we ordered from our mill supplier, special non-stock cut-to-length, a number of items specified for this job. We are now advised that work on Spans 3, 4, & 5 has been postponed until early next summer.

Because we ordered for a schedule that has not been kept, through no fault of ours, we request that this material ordered to the State's specifications, be considered material-on-hand jobsite, and be paid for accordingly. We will assume complete liability for its' custody at our warehouse located within 1 mile of project site, and keep it insured with the State named as insured. If desired, we will lease the necessary storage space to the State for $1.00. We enclose on a separate sheet the material involved, noting its' approximate proposed location in the structure.

It is presently anticipated that 50% of the #18 bars noted in the list will be placed in Spans 6, 7, & 8 within 2 months. All other material will be held for Spans 3, 4, & 5.

Very truly yours,

FARWEST STEEL CO.

H. E. Evans, Mgr.

HEE:sc
CC: Bob Ellison, Resid. Bridge Eng.
CC: Peter Kiewit Sons' Co., Eugene.

ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL.
PRICES SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE NOTED.

P. O. BOX 632

FARWEST STEEL CO.

EUGENE, OREGON

PHONE DI 3-7781

REINFORCING STEEL ON HAND

CUT TO LENGTH FOR:

Project: Willamette River Bridge & Judkins Pt. Overcrossing,
Federal Project #1-5--4-(33)-193-V-VG-161-(26).

56	Bars	#18	reinf.	steel,	100-0.	
56	"	#18	"	"	82-0.	
56	"	#18	"	"	67-0.	For Spans 6, 7, & 8. Deck
56	"	#18	"	"	53-0.	
56	"	#18	"	"	42-0.	
56	"	#18	"	"	31-0.	
48	"	#18	"	"	20-0.	Total Wt. 298,656 lbs.
4	Bars	#14	reinf.	steel,	100-0.	
8	"	#14	"	"	66-9.	
8	"	#14	"	"	60-0.	For Bottom of Box Girders,
16	"	#14	"	"	24-0.	Spans 3, 4, & 5.
16	"	#14	"	"	16-0.	
1	"	#14	"	"	12-0.	Total Wt. 15,805 lbs.
668	"	#5	"	"	9-10.	Total Wt. 6,851 lbs. #5 bars for Box Girder Stem, Spans 3,4, & 5.

TOTAL WEIGHT: 321,312 lbs.

ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL.
PRICES SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE NOTED.

EIVED
1960

FOR FILING
I-5-4 (33) 193 +
U-UG-161 (26)
5565

11 c

Mr. W. G. Williams
State Highway Engineer
Salem, Oregon

August 10, 1960

Attention: Mr. I. D. Merchant

C. G. Polk, Division Engineer
Salem, Oregon

By: D. M. Emrich
District Engineer

Utility adjustment
Eugene Water and Electric Board
Judkins Point Overcrossing and
Willamette River Bridge
Projects U-UG-161(26) and I-5-4(33)193

Reference is made to your letter of August 5, 1960.

The plan and estimate for lowering the water main are satisfactory. The work may be done under our letter of authorization dated April 20, 1960.

G. S. PAXSON

RECEIVED

A

I-5-4(33)193
U-UG-161(26)
5565

When replying, refer to:
08-35.5

408 State Highway Bldg.
Salem, Oregon

April 20, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. I. D. Merchant

Re: Utility adjustment
Eugene Water and Electric Board
Judkins Point Overcrossing and
Willamette River Bridge
Project U-UG-161(26)
Project I-5-4(33)193

Dear Sir:

Reference is made to your letters of April 7, 1960 and April 18, 1960.

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated October 28, 1959 and April 4, 1960, regarding the adjustment of facilities on the Judkins Point Overcrossing.

We also approve the contract method of performance of work to be performed by the utility company as set forth in their letter of request dated April 14, 1960 transmitted to us by your letter of April 18, 1960.

Authorization to proceed with the work is granted as of April 14, 1960. Approval is subject to the provisions of PPM 30-4.

Very truly yours,

C. G. Polk
Division Engineer

By:
E. H. Cowan
District Engineer

Contract 5565 3-14-60 A

RECEIVED MAR 1960 FOR FILING

Monthly Transaction No. 1030-76	For -2 (9-12-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
		County **Lane**
Project Report No. I-5-4(33)193	FEDERAL-AID PROJECT AGREEMENT	Project No. **I-5-4(33)193**

5565

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Willamette River (Judkins Point) Bridge

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	7-6-59	0.6
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 1,701,871	Federal funds $ 1,565,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
~~Deputy~~ **State Highway Engineer**
(title)

By ______________________
____
(title)

By ______________________
____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ By **C. G. Polk**
Division Engineer

By: C. C. Pike
~~R. C. Wright~~
Acting **Administrative Manager**

Date executed by Division Engineer **March 14, 1960**

USComm-DC 40257

March 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Willamette River Bridge, Project No. I-5-4(33)193.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:jb

February 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Willamette River Bridge, Project No. I-5-4(33)193.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Federal Aid
Project No. I-5-4(33)193

Oregon State Highway Department

WILLAMETTE RIVER BRIDGE ON THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 15, 1960

Type Code 6201
Roadway (Sta. 596+60 Thru Equa. 603+50.06=202+88.88 to Sta. 207+50)
(Contract No. 5565)

Clearing and Grubbing	All	Required	$	$ 6,000.00
Drainage Excavation, Unclassified	130	cu. yds.	3.50	455.00
General Excavation, Unclassified	121,800	cu. yds.	0.60	73,080.00
Finishing Roadbed and Slopes	All	Required		2,000.00
12-inch Corrugated Metal Pipe	140	lin. ft.	5.00	700.00
15-inch Concrete Pipe	120	lin. ft.	5.00	600.00
36-inch Concrete Pipe	90	lin. ft.	15.00	1,350.00
Concrete Inlets, Type "G"	2	only	125.00	250.00
Adjustment of Manholes	5	only	100.00	500.00
Class "A" Concrete in Box Culverts	150	cu. yds.	55.00	8,250.00
Metal Reinforcement in Box Culverts	21,200	lbs.	0.13	2,756.00
Class "A" Concrete in Walls	220	cu. yds.	63.00	13,860.00
Metal Reinforcement in Walls	25,000	lbs.	0.13	3,250.00
Concrete Curbs	46	cu. yds.	55.00	2,530.00
Concrete Surfacing	80	sq. yds.	4.00	320.00
Concrete in Islands and End Pieces	1	cu. yds.	110.00	110.00
1½-inch Electrical Conduit	270	lin. ft.	1.50	405.00
Galvanized Junction Boxes	1	only	30.00	30.00
Metal Guard Rail	700	lin. ft.	2.80	1,960.00
Metal Median Barrier	1,150	lin. ft.	4.50	5,175.00
Portable Traffic Barrier	330	lin. ft.	5.00	1,650.00
Guide Posts, Type W-1	2	only	8.50	17.00
Guide Posts, Type W-2	3	only	8.50	25.50
Guide Posts, Type Y-2	40	only	8.50	340.00
Guide Posts, Type Y-3	2	only	10.00	20.00
Type 2 Fence	360	rods	7.50	2,700.00
Coarse Crushed Material in Base	25,300	tons	2.25	56,925.00
3/4" - 0 Material in Base	3,100	tons	2.25	6,975.00
Sprinkling	660	M-gal.	4.75	3,135.00
Preparation of Base	All	Required		1,000.00
3/4" - 0 Material in Binder Course	160	cu. yds.	5.00	800.00
Furnishing and Placing Aggregates	360	cu. yds.	5.00	1,800.00
RC-3 Asphalt	26	tons	65.00	1,690.00
Class "B" Asphaltic Concrete	4,780	tons	7.00	33,460.00
120-150 Asphalt	26	tons	65.00	1,690.00
RS-1 Asphalt	12	tons	65.00	780.00
Asphaltic Concrete Traffic Markers	550	lin. ft.	1.10	605.00
Vertical Alternate Flashing Beacon	All	Required		1,000.00
				$238,193.50

Flagging (57½% of Contractor's Cost)	All Required	$	$ 500.00
Signing (Temporary)	All Required		500.00
Work by Pacific Tel. & Tel. Co.	All Required (50%)		8,200.00
Work by Eugene Water Board	All Required (50%)		6,400.00
	Subtotal		$253,793.50
	10% Engr. & Cont.		25,379.50
	Total		$279,173.00

Type Code X981
Willamette River Bridge (Sta. 578+60 to Sta. 596+60)(Contract No. 5565)

Shoring and Cribbing	All Required	$	$ 60,000.00
Structural Excavation	2,800 cu. yds.	7.00	19,600.00
Excavation Below Elevation Shown	100 cu. yds.	10.00	1,000.00
Furnish Steel Piling	1,330 lin. ft.	5.00	6,650.00
Drive Steel Piles	33 only	40.00	1,320.00
Class "A" Concrete (11,120 cu.yds.)	All Required		678,000.00
Metal Reinforcement (2,720,000 lbs.)	All Required		348,000.00
Structural Steel (243,000 lbs.)	All Required		53,000.00
Metal Parapet Rail	3,610 lin. ft.	5.00	18,050.00
8-inch Metal Drain Pipe	260 lin. ft.	3.20	832.00
6-inch Standard Steel Pipe	385 lin. ft.	7.00	2,695.00
86' Prestressed Beams*	20 only	2,300.00	46,000.00
77' Prestressed Beams*	20 only	2,100.00	42,000.00
75' Prestressed Beams*	4 only	2,100.00	8,400.00
Splice Piles	7 only	20.00	140.00
			$1,285,687.00

*Prestressed Beam Quantities

86-Foot Beam	
Class "A-A" Concrete	19 Cu.Yds.
Metal Reinforcement	1,400 Lbs.
Prestressed Steel	1,768 Lbs.
77-Foot Beam	
Class "A-A" Concrete	16.4 Cu.Yds.
Metal Reinforcement	1,250 Lbs.
Prestressed Steel	1,624 Lbs.
75-Foot Beam	
Class "A-A" Concrete	15.9 Cu.Yds.
Metal Reinforcement	1,220 Lbs.
Prestressed Steel	1,588 Lbs.

Work by Southern Pacific Co.	All Required (35%)	$ 1,925.00
Work by Western Union Co.	All Required (50%)	5,750.00
	Subtotal	$1,293,362.00
	10% Engr. & Cont.	129,336.00
	Total	$1,422,698.00

Length of Roadway - - - - - - - 0.218 Mile
Length of Structure - - - - - - 0.341 Mile
Total Length- - - - - - - - - - 0.559 Mile
Cost of Roadway Per Mile- - - - $1,280,610.09

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 279,173.00	$ 257,000.00	$ 22,173.00
Structure	1,422,698.00	1,308,000.00	114,698.00
	$1,701,871.00	$1,565,000.00	$136,871.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

WILLAMETTE RIVER BRIDGE

I-5-4(33)193

Estimated costs of work by the Southern Pacific Co.

Signal Work		$ 3,992.00
Equipment Rental		165.00
Freight		160.00
Material Handling		112.00
Accounting and Billing		813.00
Contingencies		1,708.00
Salvage Credit		1,450.00 Cr.
		$ 5,500.00
	USE	$ 5,500.00
I-5-4(33)193	Use 35%	$ 1,925.00
U-UG-161(26)	Use 65%	$ 3,575.00

Estimated costs of work by Western Union Telegraph Company

Labor		$ 8,169.00
Equipment		660.00
Materials		3,464.00
Install and Remove Carrier Line Filters (SP Co.)		1,975.00
Credits		2,732.00 Cr.
		$11,536.00
	USE	$11,500.00
I-5-4(33)193	Use 50%	$ 5,750.00
U-UG-161(26)	Use 50%	$ 5,750.00

Estimated costs of work by the Pacific Telephone and Telegraph Co.

Labor		$ 5,581.00
Materials		10,277.00
Equipment		888.00
Right of Way		10.00
Contract Work		750.00
Salvage Credit		1,100.00 Cr.
		$16,406.00
I-5-4(33)193	Use 50%	$ 8,200.00
U-UG-161(26)	Use 50%	8,200.00
		$16,400.00

Estimated costs of work by the Eugene Water and Electric Board

Materials	$ 6,105.00
Labor	6,269.00
Equipment	616.00
	$12,990.00

I-5-4(33)193	Use 50%		$ 6,400.00
U-UG-161(26)	Use 50%		6,400.00
		Use Total	$12,800.00

Oregon State Highway Department

Federal Aid
Project No. I-5-4(33)193

WILLAMETTE RIVER BRIDGE ON THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 2, 1959

Type Code X981
Willamette River Bridge (Sta. 578+60 to Sta. 596+60)

Roadway

Clearing and Grubbing	All	Required	$	$ 1,000.00
Drainage Excavation, Unclassified	52	cu. yds.	3.00	156.00
General Excavation, Unclassified	16,500	cu. yds.	0.70	11,550.00
Finishing Roadbed and Slopes	All	Required		500.00
36-inch Concrete Pipe	90	lin. ft.	10.00	900.00
Class "A" Concrete in Box Culvert	48	cu. yds.	50.00	2,400.00
Metal Reinforcement in Box Culvert	5,820	lbs.	0.15	873.00
Metal Guard Rail	45	lin. ft.	3.00	135.00
Coarse Crushed Material in Base	2,100	cu. yds.	2.25	4,725.00
3/4" - 0 Material in Base	330	cu. yds.	2.35	775.50
Sprinkling	60	M-gal.	3.00	180.00
Preparation of Base	All	Required		250.00
Furnishing and Placing Aggregates	60	cu. yds.	3.75	225.00
120-150 Asphalt	6	tons	50.00	300.00
				$ 23,969.50

Structure

Shoring and Cribbing	All	Required	$	$ 20,000.00
Structural Excavation	2,700	cu. yds.	7.00	18,900.00
Excavation Below Elevation Shown	100	cu. yds.	15.00	1,500.00
Furnish Steel Piling	1,300	lin. ft.	6.00	7,980.00
Drive Steel Piles	33	only	70.00	2,310.00
Class "A" Concrete (11,120 Cu.Yds. at $72.00)	All	Required		800,640.00
Metal Reinforcement (2,720,000 Lbs. at $0.125)	All	Required		340,000.00
Structural Steel (243,000 Lbs. at $0.23)	All	Required		55,890.00
Metal Parapet Rail	3,610	lin. ft.	8.00	28,880.00
8-inch Metal Drain Pipe	260	lin. ft.	4.00	1,040.00
6-inch Standard Steel Pipe	385	lin. ft.	5.00	1,925.00
86' Prestressed Beams*	20	only	2,437.00	48,740.00
77' Prestressed Beams*	20	only	2,182.00	43,640.00
75' Prestressed Beams*	4	only	2,126.00	8,504.00
				$1,379,949.00

* Prestressed Beam Quantities

86 Foot Beam

Class "A-A" Concrete	19	cu.yds.	$50.00	$ 950.00
Metal Reinforcement	1,400	lbs.	0.115	161.00
Prestressed Steel	1,768	lbs.	0.75	1,326.00
				$2,437.00

77 Foot Beam				
Class "A-A" Concrete	16.4 cu.yds.	$50.00	$ 820.00	
Metal Reinforcement	1,250 lbs.	0.115	144.00	
Prestressed Steel	1,624 lbs.	0.75	1,218.00	
			$2,182.00	
75 Foot Beam				
Class "A-A" Concrete	15.9 cu.yds.	$50.00	$ 795.00	
Metal Reinforcement	1,220 lbs.	0.115	140.00	
Prestressed Steel	1,588 lbs.	0.75	1,191.00	
			$2,126.00	
Flagging (57½% of Contractor's Cost)	All Required	$		$ 500.00
	Subtotal			$1,404,418.50
	10% Engr. & Cont.			140,441.85
	Total			$1,544,860.35

Length of Structure - - - - 0.341 Mile

Federal Funds -	$1,426,000.00
State Funds -	118,860.35
	$1,544,860.35

Oregon State Highway Department

Federal Aid
Project No. I-5-4(33)193

WILLAMETTE RIVER BRIDGE ON THE PACIFIC HIGHWAY

IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 12, 1959

Type Code 6201
Roadway (Sta. 596+60 thru equa. 603+50.06 = 202+88.88 to Sta. 207+50)

Clearing and Grubbing	All	Required	$	$ 1,000.00
Drainage Excavation, Unclassified	130	cu.yds.	3.00	390.00
General Excavation, Unclassified	121,800	cu.yds.	1.00	121,800.00
Finishing Roadbed and Slopes	All	Required		1,500.00
12-inch Corrugated Metal Pipe	140	lin.ft.	3.75	525.00
15-inch Concrete Pipe	120	lin.ft.	3.50	420.00
36-inch Concrete Pipe	90	lin.ft.	10.00	900.00
Concrete Inlets, Type "G"	2	only	90.00	180.00
Adjustment of Manholes	5	only	50.00	250.00
Class "A" Concrete in Box Culverts	150	cu.yds.	50.00	7,500.00
Metal Reinforcement in Box Culverts	21,200	lbs.	.14	2,968.00
Class "A" Concrete in Walls	220	cu.yds.	55.00	12,100.00
Metal Reinforcement in Walls	25,000	lbs.	.14	3,500.00
Concrete Curbs	46	cu.yds.	48.00	2,208.00
Concrete Surfacing	80	sq.yds.	6.00	480.00
Concrete in Islands and End Pieces	1	cu.yd.	45.00	45.00
1½-inch Electrical Conduit	270	lin.ft.	1.75	472.50
Galvanized Junction Boxes	1	only	30.00	30.00
Metal Guard Rail	700	lin.ft.	3.00	2,100.00
Metal Median Barrier	1,150	lin.ft.	4.50	5,175.00
Portable Traffic Barrier	330	lin.ft.	4.50	1,485.00
Guide Posts, Type W-1	2	only	6.00	12.00
Guide Posts, Type W-2	3	only	6.75	20.25
Guide Posts, Type Y-2	40	only	7.00	280.00
Guide Posts, Type Y-3	2	only	8.00	16.00
Type 2 Fence	360	rods	6.00	2,160.00
Coarse Crushed Material in Base	25,300	tons	1.70	43,010.00
3/4" - 0 Material in Base	3,100	tons	1.80	5,580.00
Sprinkling	660	M-gals.	3.00	1,980.00
Preparation of Base	All	Required		750.00
3/4" - 0 Material in Binder Course	160	cu.yds.	3.75	600.00
Furnishing and Placing Aggregates	360	cu.yds.	3.75	1,350.00
RC-3 Asphalt	26	tons	50.00	1,300.00
Class "B" Asphaltic Concrete	4,780	tons	6.00	28,680.00
120-150 Asphalt	26	tons	48.00	1,248.00
RS-1 Asphalt	12	tons	75.00	900.00
Asphaltic Concrete Traffic markers	550	lin.ft.	1.00	550.00
Vertical Alternate Flashing Beacon	All	Required		650.00
				$254,114.75

Flagging (57½% of Contractor's Cost)	All Required	$	$ 500.00
Signing (Temporary)	All Required		500.00
Work by Pacific Tel. & Tel. Co.	All Required		10,000.00
Work by Eugene Water Board	All Required		5,000.00
	Subtotal		$270,114.75
	10% Engr. & Cont.		27,011.47
	Total		$297,126.22

Type Code X981
Willamette River Bridge (Sta. 578+60 to Sta. 596+60)

Shoring and Cribbing	All Required	$	$ 20,000.00
Structural Excavation	2,800 cu. yds.	7.00	19,600.00
Excavation Below Elevation Shown	100 cu. yds.	15.00	1,500.00
Furnish Steel Piling	1,330 lin. ft.	6.00	7,980.00
Drive Steel Piles	33 only	70.00	2,310.00
Class "A" Concrete (11,120 Cu.Yds. at $72.00)	All Required		800,640.00
Metal Reinforcement (2,720,000 Lbs. at $0.125)	All Required		340,000.00
Structural Steel (243,000 Lbs. at $0.28)	All Required		68,040.00
Metal Parapet Rail	3,610 lin. ft.	8.00	28,880.00
8-inch Metal Drain Pipe	260 lin. ft.	4.00	1,040.00
6-inch Standard Steel Pipe	385 lin. ft.	5.00	1,925.00
86' Prestressed Beams*	20 only	2,437.00	48,740.00
77' Prestressed Beams*	20 only	2,182.00	43,640.00
75' Prestressed Beams*	4 only	2,126.00	8,504.00
Splice Piles	7 only	40.00	280.00
			$1,393,079.00

*Prestressed Beam Quantities

86-foot Beam				
Class "A-A" Concrete	19	Cu.Yd.	$50.00	$ 950.00
Metal Reinforcement	1,400	Lb.	0.115	161.00
Prestressed Steel	1,768	Lb.	0.75	1,326.00
				$2,437.00
77-foot Beam				
Class "A-A" Concrete	16.4	Cu.Yd.	$50.00	$ 820.00
Metal Reinforcement	1,250	Lb.	0.115	144.00
Prestressed Steel	1,624	Lb.	0.75	1,218.00
				$2,182.00
75-foot Beam				
Class "A-A" Concrete	15.9	Cu.Yd.	$50.00	$ 795.00
Metal Reinforcement	1,220	Lb.	0.115	140.00
Prestressed Steel	1,588	Lb.	0.75	1,191.00
				$2,126.00

Work by Southern Pacific Co.	All Required (35%)	$ 1,925.00
Work by Western Union Co.	All Required (50%)	5,750.00
	Subtotal	$1,400,754.00
	10% Engr. & Cont.	140,075.40
	Total	$1,540,829.40

Length of Roadway - - - - - - - 0.218 Mile
Length of Structure - - - - - - 0.341 Mile
Total Length- - - - - - - - - - 0.559 Mile
Cost of Roadway Per Mile- - - - $1,362,964.31

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 297,126.22	$ 274,000.00	$ 23,126.22
Structure	1,540,829.40	1,422,000.00	118,829.40
	$1,837,955.62	$1,696,000.00	$141,955.62

WILLAMETTE RIVER BRIDGE

I-5-4(33)193

Estimated cost of work by the Southern Pacific Co.

Signal Work	$ 3,992.00
Equipment Rental	165.00
Freight	160.00
Material Handling	112.00
Accounting & Billing	813.00
Contingencies	1,708.00
Salvage Credit	1,450.00 Cr.
	$ 5,500.00

	USE	$ 5,500.00
I-5-4(33)193	Use 35%	$ 1,925.00
U-UG-161(26)	Use 65%	$ 3,575.00

Estimated cost of work by Western Union Telegraph Co.

Labor	$ 8,169.00
Equipment	660.00
Materials	3,464.00
Install and Remove Carrier Line Filters (SP Co.)	1,975.00
Credits	2,732.00 Cr.
	$11,536.00

	USE	$11,500.00
I-5-4(33)193	Use 50%	$ 5,750.00
U-UG-161(26)	Use 50%	$ 5,750.00

Federal Aid
Project No. I-5-4(33)193

Oregon State Highway Department

WILLAMETTE RIVER BRIDGE ON THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 22, 1959

Type Code 6201
Roadway (Sta. 596+60 Thru Equa. 603+50.06=202+88.88 to Sta. 207+50)

Clearing and Grubbing	All	Required	$	$ 1,000.00
Drainage Excavation, Unclassified	130	cu. yds.	3.00	390.00
General Excavation, Unclassified	121,800	cu. yds.	1.00	121,800.00
Finishing Roadbed and Slopes	All	Required		1,500.00
12-inch Corrugated Metal Pipe	140	lin. ft.	3.75	525.00
15-inch Concrete Pipe	120	lin. ft.	3.50	420.00
36-inch Concrete Pipe	90	lin. ft.	10.00	900.00
Concrete Inlets, Type "G"	2	only	90.00	180.00
Adjustment of Manholes	5	only	50.00	250.00
Class "A" Concrete in Box Culverts	150	cu. yds.	50.00	7,500.00
Metal Reinforcement in Box Culverts	21,200	lbs.	0.14	2,968.00
Class "A" Concrete in Walls	220	cu. yds.	55.00	12,100.00
Metal Reinforcement in Walls	25,000	lbs.	0.14	3,500.00
Concrete Curbs	46	cu. yds.	48.00	2,208.00
Concrete Surfacing	80	sq. yds.	6.00	480.00
Concrete in Islands and End Pieces	1	cu. yd.	45.00	45.00
1½-inch Electrical Conduit	270	lin. ft.	1.75	472.50
Galvanized Junction Boxes	1	only	30.00	30.00
Metal Guard Rail	700	lin. ft.	3.00	2,100.00
Metal Median Barrier	1,150	lin. ft.	4.50	5,175.00
Portable Traffic Barrier	330	lin. ft.	4.50	1,485.00
Guide Posts, Type W-1	2	only	6.00	12.00
Guide Posts, Type W-2	3	only	6.75	20.25
Guide Posts, Type Y-2	40	only	7.00	280.00
Guide Posts, Type Y-3	2	only	8.00	16.00
Type 2 Fence	360	rods	6.00	2,160.00
Coarse Crushed Material in Base	25,300	tons	1.70	43,010.00
3/4" - 0 Material in Base	3,100	tons	1.80	5,580.00
Sprinkling	660	M-gal.	3.00	1,980.00
Preparation of Base	All	Required		750.00
3/4" - 0 Material in Binder Course	160	cu. yds.	3.75	600.00
Furnishing and Placing Aggregates	360	cu. yds.	3.75	1,350.00
RC-3 Asphalt	26	tons	50.00	1,300.00
Class "B" Asphaltic Concrete	4,780	tons	6.00	28,680.00
120-150 Asphalt	26	tons	48.00	1,248.00
RS-1 Asphalt	12	tons	75.00	900.00
Asphaltic Concrete Traffic Markers	550	lin. ft.	1.00	550.00
Vertical Alternate Flashing Beacon	All	Required		650.00
				$254,114.75
Flagging (57½% of Contractor's Cost)	All	Required		500.00
Signing (Temporary)	All	Required		500.00
Work by Pacific Tel. & Tel. Co.	All	Required		10,000.00
Work by Eugene Water Board	All	Required		5,000.00

Subtotal	$270,114.75
10% Engr. & Cont.	27,011.47
Total	$297,126.22

Type Code X981
Willamette River Bridge (Sta. 578+60 to Sta. 596+60)

Shoring and Cribbing	All Required	$	$ 50,000.00
Structural Excavation	2,800 cu. yds.	7.00	19,600.00
Excavation Below Elevation Shown	100 cu. yds.	15.00	1,500.00
Furnish Steel Piling	1,330 lin. ft.	6.00	7,980.00
Drive Steel Piles	33 only	70.00	2,310.00
Class "A" Concrete (11,120 Cu.Yds. at $75.00)	All Required		834,000.00
Metal Reinforcement (2,720,000 Lbs. at $0.125)	All Required		340,000.00
Structural Steel (243,000 Lbs. at $0.28)	All Required		68,040.00
Metal Parapet Rail	3,610 lin. ft.	8.00	28,880.00
8-inch Metal Drain Pipe	260 lin. ft.	4.00	1,040.00
6-inch Standard Steel Pipe	385 lin. ft.	5.00	1,925.00
86' Prestressed Beams *	20 only	2,437.00	48,740.00
77' Prestressed Beams *	20 only	2,182.00	43,640.00
75' Prestressed Beams *	4 only	2,126.00	8,504.00
Splice Piles	7 only	40.00	280.00
			$1,456,439.00

* Prestressed Beam Quantities

86-foot Beam			
Class "A-A" Concrete	19 cu. yds.	$50.00	$ 950.00
Metal Reinforcement	1,400 lbs.	0.115	161.00
Prestressed Steel	1,768 lbs.	0.75	1,326.00
			$2,437.00
77-foot Beam			
Class "A-A" Concrete	16.4 cu. yds.	$50.00	$ 820.00
Metal Reinforcement	1,250 lbs.	0.115	144.00
Prestressed Steel	1,624 lbs.	0.75	1,218.00
			$2,182.00
75-foot Beam			
Class "A-A" Concrete	15.9 cu. yds.	$50.00	$ 795.00
Metal Reinforcement	1,220 lbs.	0.115	140.00
Prestressed Steel	1,588 lbs.	00.75	1,191.00
			$2,126.00

Work by Southern Pacific Co.	All Required (35%)	$ 1,925.00
Work by Western Union Co.	All Required (50%)	5,750.00

Subtotal	$1,464,114.00
10% Engr. & Cont.	146,411.40
Total	$1,610,525.40

Length of Roadway - - - - - - - - 0.218 Mile
Length of Structure - - - - - - - 0.341 Mile
Total Length- - - - - - - - - - 0.559 Mile
Cost of Roadway Per Mile- - - - $1,362,964.31

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 297,126.22	$ 274,000.00	$ 23,126.22
Structure	1,610,525.40	1,486,000.00	124,525.40
	$1,907,651.62	$1,760,000.00	$147,651.62

WILLAMETTE RIVER BRIDGE

I-5-4(33)193

Estimated costs of work by the Southern Pacific Co.

Signal Work	$3,992.00
Equipment Rental	165.00
Freight	160.00
Material Handling	112.00
Accounting and Billing	813.00
Contingencies	1,708.00
Salvage Credit	1,450.00 Cr.
	$5,500.00
USE	$5,500.00

I-5-4(33)193	Use 35%	$1,925.00
U-UG-161(26)	Use 65%	$3,575.00

Estimated costs of work by Western Union Telegraph Co.

Labor	$8,169.00
Equipment	660.00
Materials	3,464.00
Install and Remove Carrier Line Filters (S.P. Co.)	11,975.00
Credits	2,732.00 Cr.
	$11,536.00
USE	$11,500.00

I-5-4(33)193	Use 50%	$5,750.00
U-UG-161(26)	Use 50%	$5,750.00

RECEIVED
DEC 28 1959
FOR FILING

I-4 [illegible]

5565

December 24, 1959

Peter Kiewit Sons' Company
215 South V Street
Vancouver
Washington

Gentlemen:

Contract #5565, awarded December 1, 1959, for structures-grading-oiling Linn County Line-Judkins Point Section of Pacific Highway and Judkins Point Overcrossing Section of McKenzie Highway in Lane County.

de

FORM 2-128

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
DEC 11 1959
FOR FILING

I 5-4(33)193
II-1C-12(…)
5565

December 1[illegible], 1959

Oregon State Highway Commission

Gentlemen:

Recently a contract was let covering the Jenkins Point Interchange on the Pacific Highway [illegible]. Within a short time construction activities will be such that a construction speed zone will be necessary at this location.

It is recommended that 35-mile-per-hour construction speed zones be established on the following sections to become effective at such time as construction activities warrant and signs are installed:

On the Pacific Highway, No. 1

From the junction of the Pacific Highway West, No. 1W, (M.P. 126.07) to a point 500 feet south of [illegible] Drive (M.P. 126.36).

On the Pacific Highway West, No. 1W

From a point 400 feet east of [illegible] Street (M.P. 125.49) to the junction of the Pacific Highway, No. 1 (M.P. 126.23).

On [illegible] Highway, No. [illegible]

From a point 250 feet east of the westbound junction of Highway No. 1W (M.P. 0.05W) to a point 300 feet east of Jenkins Drive (M.P. 0.36).

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

VPJ:pk me
cc Mr. P. M. Stephenson
Mr. F. B. Crandall
Mr. Frank Morgan
Mr. R. Ellison

FORM E-30X---30M---2-59---18180

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 1, 1959

SUBJECT: Construction Speed Zone
Pacific Hwy. at Judkins Point Interchange
US99 - Hwy. No. 1 - M.P. 126.07

To: Robert D. Conklin
Traffic Investigation Engineer
OFFICE

On Thursday, November 19, 1959, I contacted Bob Ellison, Resident Bridge Engineer, Eugene, and Ellis Jones, Ass't. Resident Bridge Engineer, Eugene, relative to establishing a construction speed zone on US99 and US126 during construction of the Judkins Point Interchange.

Ellis Jones and I met with a representative of the contractor and agreed that anything less than 35 MPH would be an unrealistic speed. These people understood that a 35 MPH construction speed zone would be established covering the entire interchange, however, they are to adjust their signs to cover the immediate areas in which there is construction activity. I instructed the contractor to keep the signs approximately 300 feet in advance on the approaches from Eugene and Springfield and 500 feet on the Goshen approach. It was also pointed out that when there was no construction activity and no need to slow traffic, the signs should be covered up.

At present, there is a 45 MPH speed zone through this area with 35 MPH speed zones on the easterly and westerly approaches and no speed zone on the southerly approach.

As a result of this investigation, it is recommended that a 35 MPH construction speed zone be established on the following sections of Hwy. No. 1, Hwy. No. 1W, and Hwy. No. 15:

On the Pacific Hwy. No. 1

From the junction of the Pacific Hwy. West, No. 1W - (M.P. 126.07) to a point 500 feet south of Laurelhill Drive (M.P. 126.36)

On the Pacific Hwy. No. 1W

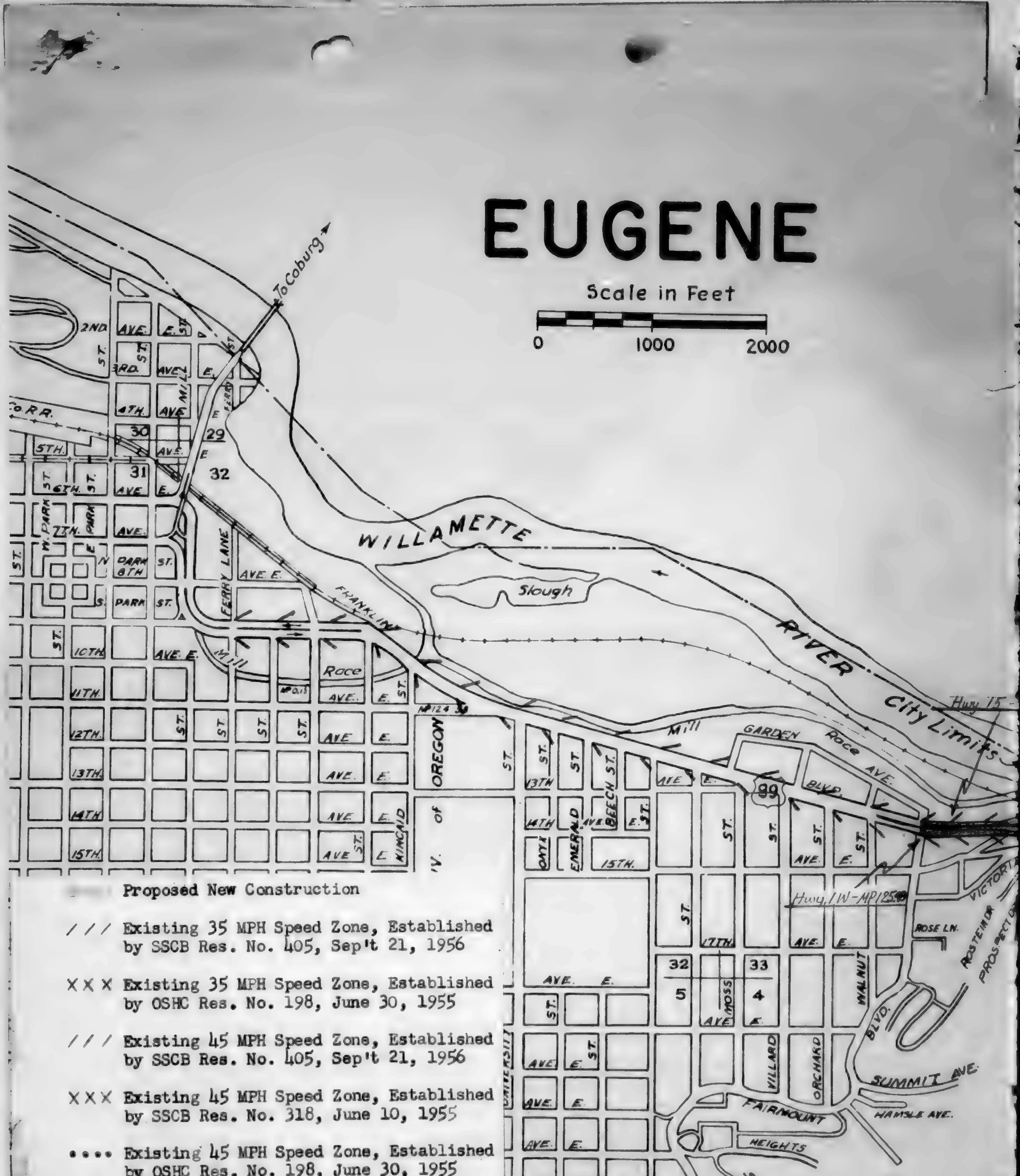
From a point 400 feet east of Walnut Street (M.P. 125.49) to the junction of the Pacific Hwy. No. 1 (M.P. 126.23)

On McKenzie Hwy. No. 15

From a point 250 feet east of the westbound junction of Hwy. No. 1W (M.P. 0.05W) to a point 300 feet east of Jenkins Drive (M.P. 0.36)

William E. Stark
William E. Stark
Traffic Investigator

WES:pk/jv
Attachment


EUGENE
Scale in Feet
0
1000
2000
To Coburg
WILLAMETTE
RIVER
Slough
City Limits
Hwy 15
FRANKLIN
Mill Race
GARDEN
Mill Race
AVE.
BLVD.
99
MP 124.38
Hwy. 1W - MP 125
2ND. AVE. E.
3RD. AVE. E.
4TH. AVE. E.
5TH. AVE. E.
6TH. AVE. E.
7TH. AVE.
8TH. AVE. E.
10TH. AVE. E.
11TH. AVE. E.
12TH. AVE. E.
13TH. AVE. E.
14TH. AVE. E.
15TH. AVE. E.
17TH. AVE. E.
MILL ST.
FERRY ST.
FERRY LANE
W. PARK ST.
PARK ST.
E. PARK ST.
N. PARK ST.
S. PARK ST.
Co. R.R.
30
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32
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33
5
4
OREGON
UNIV. of
KINCAID
ONYX
EMERALD
BEECH ST.
MOSS
VILLARD
ORCHARD
WALNUT
ROSE LN.
VICTORIA
ROSTEIN
PROSPECT
BLVD.
SUMMIT AVE.
HAMSLE AVE.
FAIRMOUNT
HEIGHTS
SPRING
MISSION
UNIVERSITY
AGATE

▬ Proposed New Construction

/ / / Existing 35 MPH Speed Zone, Established by SSCB Res. No. 405, Sep't 21, 1956

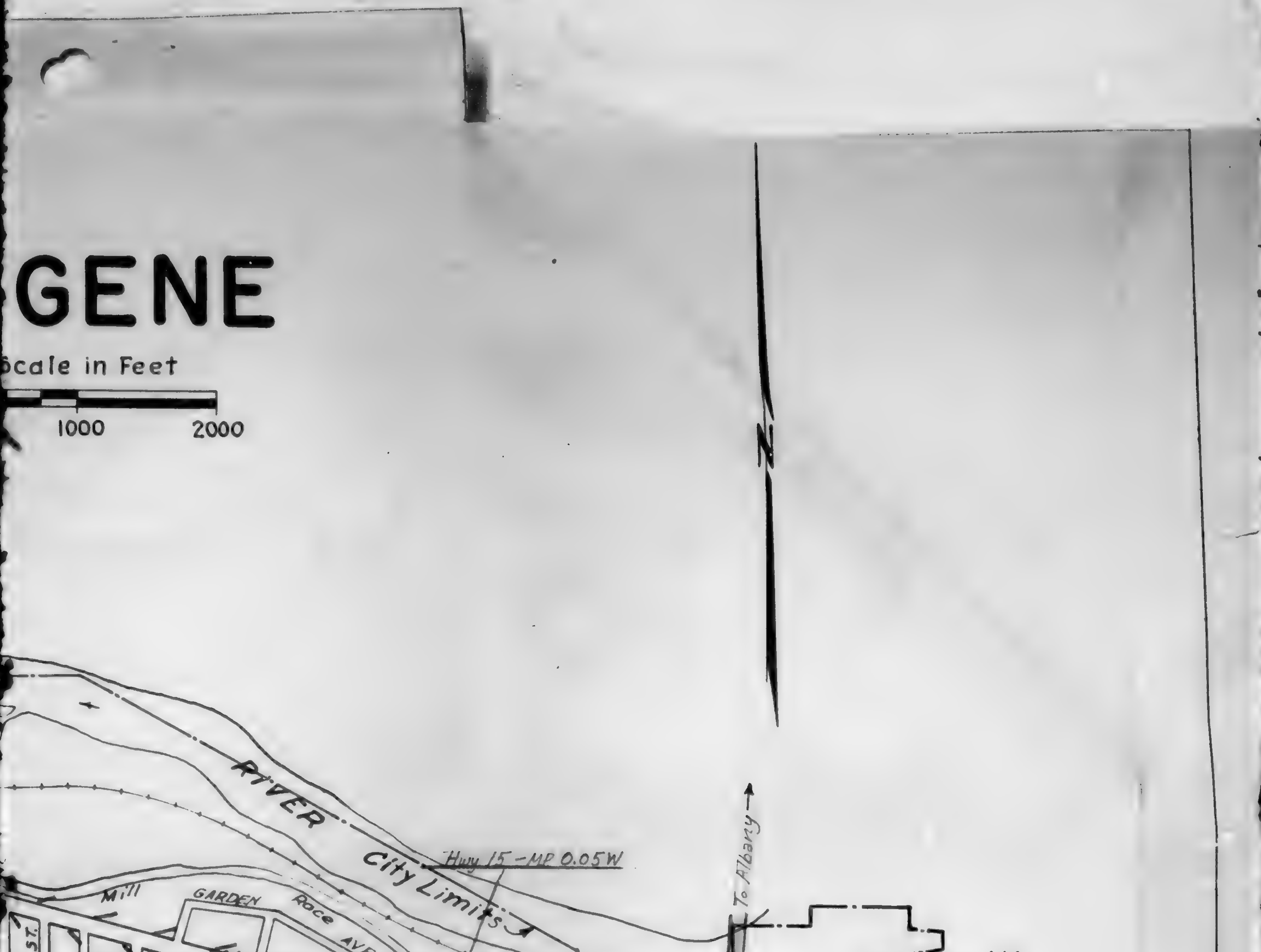
X X X Existing 35 MPH Speed Zone, Established by OSHC Res. No. 198, June 30, 1955

/ / / Existing 45 MPH Speed Zone, Established by SSCB Res. No. 405, Sep't 21, 1956

X X X Existing 45 MPH Speed Zone, Established by SSCB Res. No. 318, June 10, 1955

• • • • Existing 45 MPH Speed Zone, Established by OSHC Res. No. 198, June 30, 1955

▬ Recommended 35 MPH Construction Speed Zone


GENE
Scale in Feet
1000
2000
N
RIVER
City Limits
Hwy 15 - MP 0.05W
Mill Race
GARDEN AVE.
BLVD.
99
BEECH ST.
E. ST.
AVE. E.
15TH.
ST.
AVE. E.
Hwy 1W - MP 125.99
VICTORIA BLVD.
ROSE LN.
ROSTEIN DR.
PROSPECT DR.
BIRCH DR.
17TH.
AVE. E.
32
33
5
4
MOSS
WALNUT
BLVD.
VILLARD
ORCHARD
SUMMIT AVE.
FAIRMOUNT
HAMBLE AVE.
HEIGHTS
SPRING
MISSION
ALD
AVE
AGATE
E.
MBIA
ST.
16TH ST.
17TH ST.
SYLVAN
RIVERVIEW
AUGUSTA ST.
CENTRAL
BRISTOL
To Albany
To Springfield
126
Hwy 15 - M.P. 0.36
JENKINS DR.
Hwy 1W - M.P. 126.23 = Hwy 1 - M.P. 126.07
Hwy 1 - M.P. 126.36
LAUREL HILL DR.
To Goshen
99

FORM E-90X—90M—2-59—18180

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
November 17, 1959

SUBJECT: Construction Speed Zone
Pacific Hwy. at Judkins Point Interchange
Eugene

To: Robert D. Conklin
Traffic Investigation Engineer
OFFICE

Bob Ellison, who will be Resident Engineer on the new Willamette River Bridge at Judkins Point on the Pacific Highway at Eugene, called Mr. Head this date and asked that we contact him in regard to establishment of a construction speed zone on the Judkins Point Section of the Pacific Highway during construction of a bridge.

Will you please have someone contact Bob, work out a reasonable construction speed zone, both as to numerical value and length and inform me so that I may submit it to the Commission.

Val Johnson
Traffic Control Engineer

VPJ:pk

RECEIVED
DEC - 9 1959

FOR FILING
[illegible]
[illegible]
5565

December 1, 1959

Peter Kiewit Sons' Company
1024 Omaha National Bank Building
Omaha, Nebraska

Gentlemen:

The State Highway Commission on November 5, 1959 accepted your proposal for structures, grading and paving on the Willamette River Bridge and Judkins Point Overcrossing of SPRR on Pacific and McKenzie Highways respectively in Lane County for the sum of $2,138,295.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled.

Those conditions have now been satisfied and the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. The project has been assigned Contract No. 5565.

This letter confirms my wire to you of this date. Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 1, 1959

Peter Kiewit Sons' Company
1024 Omaha National Bank Building
Omaha, Nebraska

Contract for structures, grading and paving on the Willamette River Bridge and Judkins Point Overcrossing of SPRR on Pacific and McKenzie Highways respectively in Lane County for which you submitted low bid on November 3, 1959 awarded you today. Contract forms follow shortly.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Confirmation
Accounting (5003-900)
Files
Lee Gatlin

RECEIVED
[illegible] 3 1959

FOR FILING
I-5-4(33)193
U-UG-161(26)
5565

When replying, refer to
08-35.4

408 State Highway Building
Salem, Oregon

December 1, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project U-UG-161(26), Judkins Point Overcrossing (Eugene) Section of the McKenzie Highway, we hereby concur, as of this date, in award of Contract No., 5565 to Peter Kiewit Sons, Co., of Omaha, Nebraska, low bidder in the total amount of $2,138,285.50 for this project and Project I-5-4(33)193 at the November 3, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

Orig: Baxter

RECEIVED
DEC - 3 1959
FOR FILING
I 5 4 (33)193
5565

When replying, refer to
08-33.4-0

408 State Highway Building
Salem, Oregon

December 1, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project I-5-4(33)193, Willamette River (Judkins Point) Bridge Section of the Pacific Highway, we hereby concur, as of this date, in award of Contract No., 5565 to Peter Kiewit Sons, Co., of Omaha, Nebraska, low bidder in the total amount of $2,138,285.50, for this project and Project U-UG-161(26) at the November 3, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

Orig to
Dist ltr

R

RECEIVED
NOV -5 1959
FOR FILING

I 5-4(22)192

5565

November 5, 1959

Peter Kiewit Sons' Company
1024 Omaha National Bank Bldg.
Omaha 2, Nebraska

Gentlemen:

The State Highway Commission on November 5, 1959 accepted your bid in the amount of $2,138,285.50 for construction of the Willamette River Bridge and Judkins Point Overcrossing on the Pacific and McKenzie Highways, respectively, in Lane County, which was the low bid received for that job November 3, 1959.

The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certaine conditions have been satisfied.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms
cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Merchant

RECEIVED
OREGON
WASHINGTON
OCT 26 1959
FOR FILING

I-5-4(33)193

5565

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
08-35.5

408 State Highway Bldg.
Salem, Oregon

October 20, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. I. D. Merchant

Re: Utility Agreement
Northwest Natural Gas Company
Judkins Point O'Xing
U-UG-161(26)

Dear Sir:

Reference is made to your letter of October 12, 1959.

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated August 28 and October 2, 1959, regarding the adjustment of facilities of the referenced utility company.

Authorization to proceed with the work was granted as of September 29, 1959. Approval is subject to the provisions of PPM 30-4.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
E. H. Cowan
Acting Division Engineer

Copy to
Merchant

OTED

RECEIVED
OCT 23 1959
FOR FILING
I-5-4(33)193
5565

When replying, refer to
08-35.4

408 State Highway Bldg.
Salem, Oregon

October 16, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved revised P. S. and E. documents for Oregon Project I-5-4(33)193, Willamette River Bridge, Linn County Line-Judkins Point Section, Pacific Highway.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way and rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

Paxton
Edmunds

NOTED
FORREST COOPER

RECEIVED
OCT 20 1959
FOR FILING
OREGON DISTRICT
I-5-4(33)193
5565

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35.2-DA

October 5, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project U-UG-161(26)
Judkins Point Overcrossing
Section, McKenzie Highway

Dear Sir:

Reference is made to Mr. Cooper's letter of September 29, 1959 transmitting a print of your proposed protective measure for the guardrail end on the subject project.

We have reviewed and hereby approve your design dated September 14, 1959.

Very truly yours,

C. G. POLK
Division Engineer

By E. H. Cowan
E. H. COWAN
Acting Division Engineer

cc Edwards

NOTED
FORREST COOPER

RECEIVED
OCT - 6 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 30 1959
FOR FILING

I-5-4(33)193

5-5-65

September 29, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: 08-35.8
Oregon Project U-UG 161(26)
Judkings Point Overcrossing Section
McKenzie Highway

Dear Sir:

Replying to your letter of August 21 on the above project regarding end of guardrail, I am attaching a print of our proposed treatment of this rail end.

I request your approval of this design.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

cc Mr. W. C. Williams
Mr. Tom Edwards

DJB:law fn

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

408 State Highway Bldg.
Salem, Oregon

Bridge Job.

When replying, refer to
08-35.8

August 21, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project U-UG 161(26)
Judkins Point Overcrossing Section
McKenzie Highway

Dear Sir:

We have received your August 7, 1959 letter in reply to ours of July 22, requesting that some protective measures be taken to lessen the danger at the ends of the median barrier.

In view of recent guardrail accidents, we are reluctant to approve the plans without modification to decrease the hazard. This could be in the form of a raised curb or lowered rail, or some other means that would lessen the damage to vehicles striking the end of the rail.

Very truly yours,

C G Polk

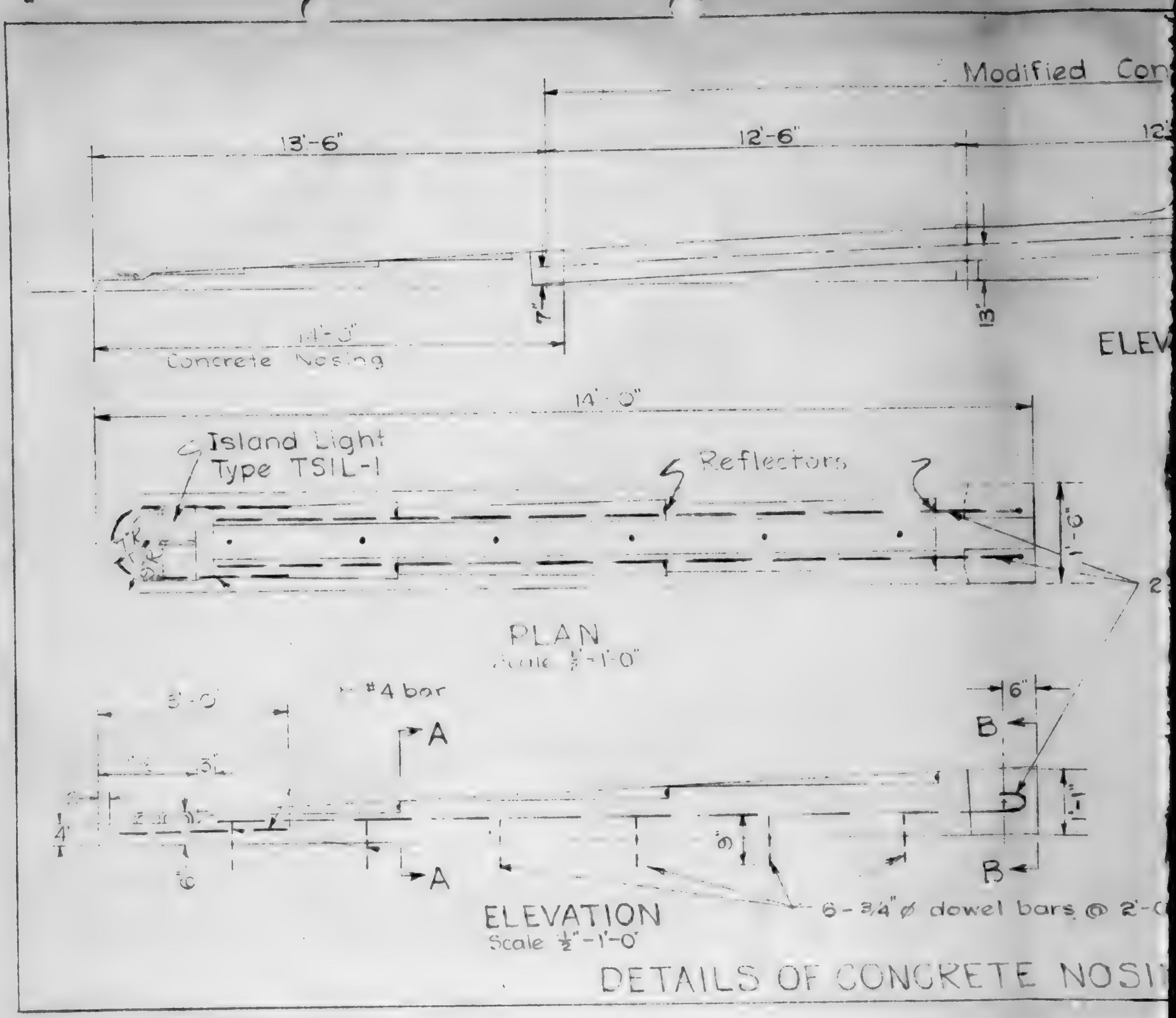
C. G. Polk
Division Engineer

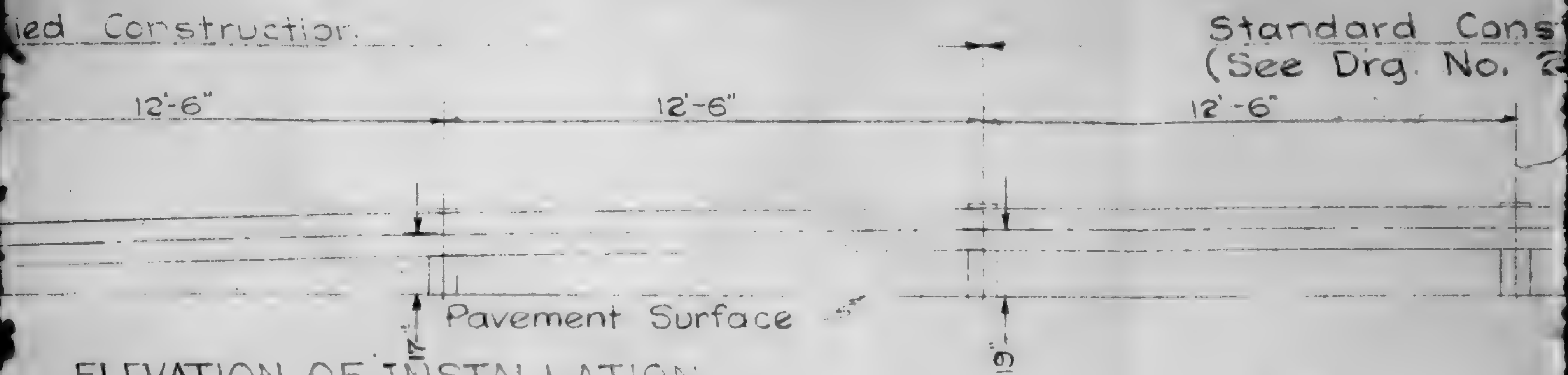
Porter

CONSTRUCTION DIVISION
RECEIVED
AUG 31 1959
NOTED.: ☒ ☐ ☐ ☐ ☐
DE AOE AOE DOE

NOTED
FORREST COOPER

Sorber

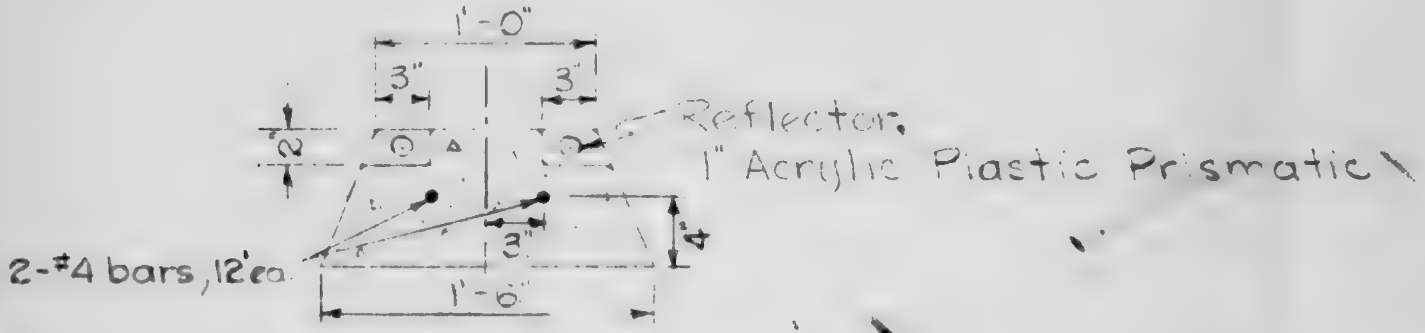

Modified Con
13'-6"
12'-6"
12'
7"
13"
14'-0"
Concrete Nosing
ELEV
14'-0"
Island Light
Type TSIL-1
Reflectors
1'-6"
2
PLAN
Scale ½"-1'-0"
#4 bar
3'-0"
A
A
6"
B
B
1'-1"
4"
6"
6"
ELEVATION
Scale ½"-1'-0"
6 - 3/4" ø dowel bars @ 2'-(
DETAILS OF CONCRETE NOSI



ied Construction
Standard Cons
(See Drg. No. 2
12'-6"
12'-6"
12'-6"
Pavement Surface
1'-7"
9"

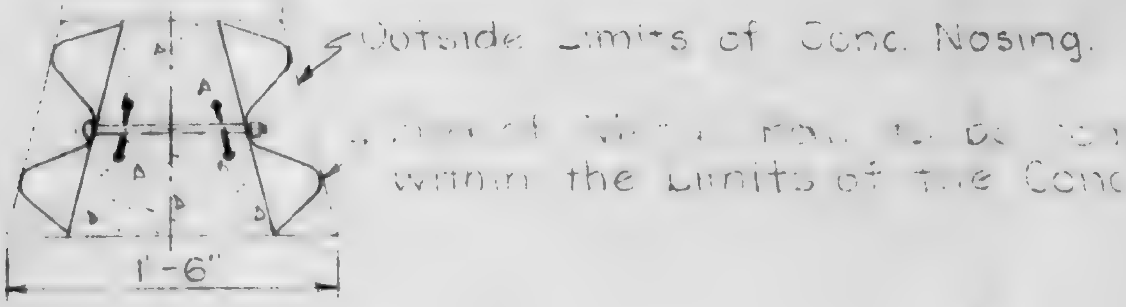
ELEVATION OF INSTALLATION
Scale 1/4" = 1'-0"

NOSING



1'-0"
3"
3"
2"
Reflector,
1" Acrylic Plastic Prismatic
4"
3"
2-#4 bars, 12'ea.
1'-6"

Section A-A
Scale 1" = 1'-0"



1'-0"
Outside Limits of Conc. Nosing.
1'-6"

[illegible] be completely within the Limits of the Conc. Nosing.

Section B-B
Scale 1" = 1'-0"

Note
Post
to be

OREGO

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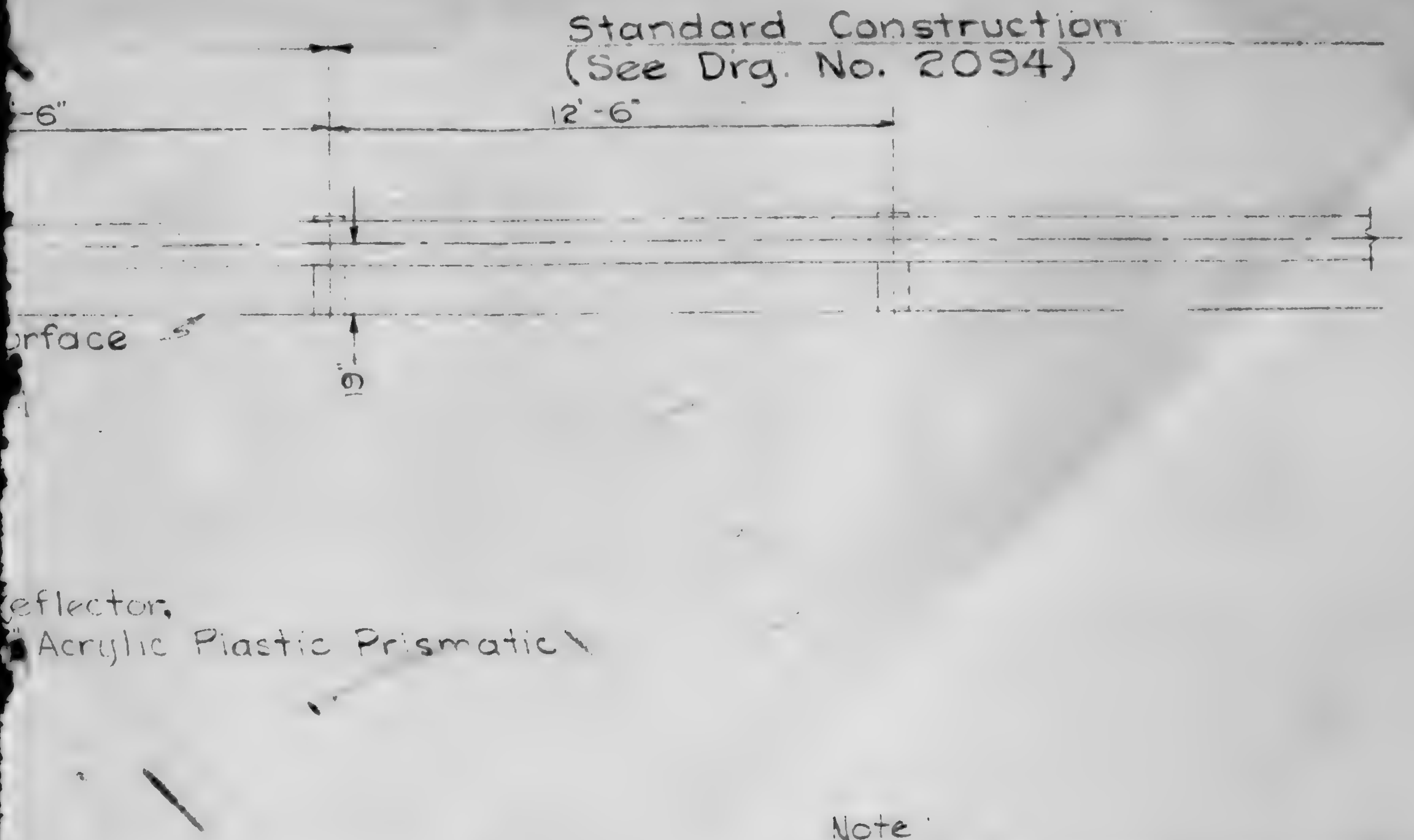
Judk
McK

Scal


Standard Construction
(See Drg. No. 2094)
-6"
12'-6"
orface
9"
eflector,
Acrylic Plastic Prismatic

otside Limits of Conc. Nosing.

[illegible] Rail to be completely
within the Limits of the Conc Nosing.

Note
Post bolts in modified construction to be 7/8" button-head bolts.

OREGON STATE HIGHWAY DEPARTMENT

END CONSTRUCTION
METAL MEDIAN BARRIER

Judkins Point Overcrossing Sec.
McKenzie Hwy. Lane Co.
Scale: as noted Sept. 14, 1959

RECEIVED

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to
08-35.5
I-5-4(33)193
5565

408 State Highway Bldg.
Salem, Oregon

September 29, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Projects I-5-4(33)193 and
UG-161(26), Judkins Point Crossing
Of The Willamette and Southern
Pacific R.R. Structures on the
Pacific Highway

Dear Sir:

We are today approving the agreement as evidenced by the exchange of letters between the State and The Western Union Telegraph Company, covering adjustment of their facilities on the above project, in accordance with PPM 30-3.

You are authorized to proceed with the work as of this date, September 29, 1959.

Very truly yours,

CGPolk

C. G. Polk
Division Engineer

ECW
Porter

6-9-A

February 13, 1959

The Western Union Telegraph Company
125-12th Street
Oakland, California

Attention: Mr. C. P. Morton
Division Plant Superintendent

Gentlemen:

Re: McKenzie Highway Overcrossing
Bridge No. 6099B

Proposed improvement of the McKenzie Highway in the vicinity of Judkins Point near Eugene requires construction of a new structure over the tracks of the Southern Pacific Company.

Location of the proposed work is shown on the enclosed Drawing No. 14077. General features of the proposed structure are shown on the enclosed Drawing No. 6099B-A.

Will you please review your facilities at the site of the railroad crossing and give us the usual estimates, sketches, etc of the work necessary to protect your facilities at the site.

Plans are that this work will be up for bid and contract sometime late this summer. Your representative should get in touch with our resident bridge engineer in the Eugene area, Mr. R. W. Ellison, 2191 East 15th Street, Eugene, who will assist him in going over the work.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG/mm
Enclosure

cc: Mr. F. D. Morgan
Mr. R. W. Ellison

RECEIVED
OREGON
WASHINGTON
SEP 25 1959
FOR FILING

I-5-4(33)193

5565

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
08-35.5

408 State Highway Building
Salem, Oregon

September 24, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project UG-161(26)
Judkins Point Crossing of the Willamette
River and S.P. Railroad Overcrossing
Structure on the Pacific Highway

Dear Sir:

With reference to Mr. Ivan D. Merchant's letter of September 21, 1959, requesting authority for the Western Union Telegraph Company to proceed with adjustment of their facilities on the above project, we acknowledge receipt of the information concerning the rights of the Western Union to occupy Southern Pacific Company right of way submitted June 29, but as that information was of a general nature, we still need the letter setting forth the obligation of the State to reimburse the utility, as stated in our letter of June 12, 1959, on this subject.

The Western Union letter to Mr. Ivan D. Merchant of April 22, 1959 makes reference to your letter of February 13, 1959; possibly this is the letter we need to complete the informal agreement, if it sets out the obligation of the State with reference to PPM 30-3.

Approval of the agreement and authority to proceed with this work is withheld pending receipt of the above or similar letter.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

Copy to
Merchant
(Please handle [illegible])

P

RECEIVED
1959

FOR FILING
I5-4(33)192

5565

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RAILROAD COMPANIES
FILE No. 517

Salem, Oregon
Sept. 9, 1959

SUBJECT: Pux 316 - Relocated Judkins Pt.
O-Xing - McKenzie Hwy.
Pux 317 - Judkins Pt. O-Xing
Pacific Highway
S. P. Co. - Lane County
Files Nos. 29835 - 30273

To: Mr. Floyd Query, Secretary
Oregon State Highway Commission
OFFICE

Herewith I hand you original executed copy of construction agreement with Southern Pacific Company, covering overcrossings of the tracks of Southern Pacific Company on the McKenzie and Pacific Interstate Highways at Judkins Point near Eugene in Lane County.

Disposition of copies of the instrument have been made as indicated below.

J. W. DeSouza

J. W. DeSOUZA
Assistant Counsel

JWD/ks
enc.

cc: G. S. Paxson
Ivan Merchant
Tom Edwards
I. A. DeFrance
F. D. Morgan

RECEIVED
SEP - 8 1959
FOR FILING

I-5-4(23)192
5565

R

Salem, Oregon
September 4, 1959

Mr. J. W. DeSouza

Herewith fully executed copies of the agreement between the State and the Southern Pacific Company covering the overcrossings of their track at Judkins Point.

Will you please place them on record, furnish notice to the railroad company and file the agreements with Mr. Query.

G. S. Paxson

Enclosures

GSP:ae

RECEIVED
AUG 25 1959

408 State Highway Bldg.
Salem, Oregon

When replying, refer to
I G-4(33)193 08-35.8

August 21, 1959

556

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project U-UG 161(26)
Judkins Point Overcrossing Section
McKenzie Highway

Dear Sir:

We have received your August 7, 1959 letter in reply to ours of July 22, requesting that some protective measures be taken to lessen the danger at the ends of the median barrier.

In view of recent guardrail accidents, we are reluctant to approve the plans without modification to decrease the hazard. This could be in the form of a raised curb or lowered rail, or some other means that would lessen the damage to vehicles striking the end of the rail.

Very truly yours,

C. G. Polk
Division Engineer

Orig to Barton

NOTED
FORREST COOPER

RECEIVED
AUG 10 1959
FOR FILING

I 5-4(32)F3

5565

August 7, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: 08-35.4-0
Oregon Project U-UG-161(26)
Judkins Point Overcrossing
McKenzie Highway

Dear Sir:

Replying to your letter of July 22 we wish to advise that the surfaced sidewalk will be deleted from these plans.

In the matter of the end posts on the median barrier at Station 199+40, since the barrier is in a curbed median, we believe that there is very little danger in keeping the end posts at the standard height. The chances of anyone meeting the median in such a way as to hit the end of the barrier head on are extremely slight.

We therefore request approval of the plans with the median barrier left as designed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards

DJB:law fn

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to
08-35.4-0

408 State Highway Bldg.
Salem, Oregon

July 22, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project U-UG-161(26)
Judkins Point Overcrossing Section,
McKenzie Highway

Dear Sir:

In our further review of plans for the above project we note that provision is made for a surfaced sidewalk on the left of Station 190+18.38 to 201+45. There is no apparent need for this walk and, as the adjacent structure does not provide for a walk on the left side, its use could actually constitute a hazard to pedestrians. We therefore ask that the surfacing of the walk be eliminated.

Also according to the plans, the median barrier ends abruptly at Station 199+40. Chances of serious accidents might be lessened by cutting down the height of the barrier at this point. To accomplish this, we suggest lowering the end post 6" to 12" and setting the last rail section accordingly.

Very truly yours,

C. G. Polk
C. G. Polk
Division Engineer

CONSTRUCTION DIVISION
RECEIVED
JUL 23 1959
NOTED-- ☐ CE ☐ ACE ☐ ACE ☐ ☐ COE

REFERRED TO
Barker
By Ass't [illegible]

NOTED
[illegible] COOPER

RECEIVED
AUG 7 - 1959
FOR FILING

T.S. 4(33)193

5565

FORM E-123-X 50M

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 6, 1959

Mr. W. M. Jackle
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: Pux 316 - Relocated Judkins Point O-Xing - McKenzie Hwy.
Pux 317 - Judkins Point O-Xing Pacific Highway
Files Nos. R-29835 & R-30273
S. P. Co. - Lane County

Dear Mr. Jackle:

Herewith I return to you original and duplicate copies of easement agreement and original and duplicate copies of construction agreement relative to above titled projects, your file 911276/323, O-PD-59-7. All copies have been executed by the State Highway Commission and the easements have been acknowledged.

Also enclosed are five copies of Exhibit "B" (denoted as Exhibit "A" in your letter of July 20, 1959) in accordance with the request contained in your letter.

When the Commission's executed copy is returned, it will be appreciated if you will forward with it ten additional copies of Drawing A-1808 which is attached to the construction agreement.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

JWD/ks
enc.

cc: G. S. Paxson
Ivan Merchant
Earl Saling

RECEIVED
AUG 5 1959
FOR FILING

I-5-4(33)193

5565

Salem, Oregon
August 5, 1959

Pux 316 - Relocated Judkins Point
O-Xing
Pux 317 - Judkins Point O-Xing
S.R. Co. - Lane County

Mr. J. W. DeSouza
Assistant Counsel
Office

Attached are two copies of an easement agreement and two copies of a construction agreement with the Southern Pacific Company relative to the two overcrossings of the tracks of the Southern Pacific Company at Judkins Point. These copies have been signed by the State Highway Commission and are now ready for the signatures of the Officials of the Railroad Company.

When fully signed please return one copy of each agreement to this office for the Commission's files.

Secretary

FH
Attach: 4

FORM E-30c 80M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 28, 1959

SUBJECT: Pux 316 - Relocated Judkins Point O-Xing
Pux 317 - Judkins Point O-Xing
S. P. Co. - Lane County

To: Mr. Floyd Query, Secretary
Oregon State Highway Commission
Office

Herewith I hand you, for execution by the State Highway Commission, original and counterpart copy of easement agreement and original and counterpart copy of construction agreement relative to the two overcrossings of the tracks of Southern Pacific Company at Judkins Point.

The easement agreement should be acknowledged by the Commission so that it may be placed on record.

After execution by the Commission, please return all four copies direct to me for further handling.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD/ks
enc.

cc: G. S. Paxson
L. I. Lindas

AUTHORIZED BY HIGHWAY COMMISSION
DATE Bids were to have been received for this project on 7-21.
Floyd Query
Secretary

The estimated cost to the state of $17,840 is included in the authorization previously approved by the Commission

When replying, refer to
08-35.4-0

I-5-4(33)193

5565

408 State Highway Bldg.
Salem, Oregon

July 22, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project U-UG-161(26)
Judkins Point Overcrossing Section,
McKenzie Highway

Dear Sir:

In our further review of plans for the above project we note that provision is made for a surfaced sidewalk on the left of Station 190+18.38 to 201+45. There is no apparent need for this walk and, as the adjacent structure does not provide for a walk on the left side, its use could actually constitute a hazard to pedestrians. We therefore ask that the surfacing of the walk be eliminated.

Also according to the plans, the median barrier ends abruptly at Station 199+40. Chances of serious accidents might be lessened by cutting down the height of the barrier at this point. To accomplish this, we suggest lowering the end post 6" to 12" and setting the last rail section accordingly.

Very truly yours,

C. G. Polk
Division Engineer

Orig
to Edwards

RECEIVED
JUL 23 1959
FOR FILING

I-5-4(33)193

5565

2

Salem, Oregon
July 22, 1959

Easement and construction
agreements, Judkins Point
crossing of S. P. tracks

Mr. Leonard I. Lindas

Herewith duplicate copies of the easement and construction agreements for the Judkins Point crossing of the Southern Pacific Company's tracks. I particularly call your attention to Exhibit B which contains the controversial article having to do with the Southern Pacific Company's approval of contract of award.

If these agreements meet with your approval, please send them to the Highway Commission for its execution.

G. S. Paxson

GSP:gm
Attach.

cc Mr. W. C. Williams

July 22, 1959

Mr. W. M. Jackle
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Mr. Jackle:

Attached hereto is a copy of Exhibit B which we are attaching to the agreements for the proposed overpass of your tracks at Judkins Point near Eugene in Lane County.

I particularly call your attention to the first article in the agreement which contains the controversy covering approval by the Railroad Company of the contract award. You will also note that we have made the changes in the insurance amounts requested in your letter of July 20.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams
Mr. Leonard I. Lindas

4-59 8-2708

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

W. M. JAEKLE
CHIEF ENGINEER
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
H. M. WILLIAMSON
ENGINEER MAINTENANCE OF WAY AND STRUCTURES
W. J. JONES
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

July 20, 1959

911276/323
O-PD-59-7

Mr. W. C. Williams (2)
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson, Assistant State Highway Engineer

Dear Sir:

Enclosed herewith are duplicate counterparts of proposed indenture between our company and the State of Oregon by which the State is granted the right to construct the two proposed overpasses at Judkins, and duplicate counterparts of proposed agreement between the same parties providing for the construction and maintenance of the two new structures.

Please note that the indenture also provides for removal of the existing timber overpass structure on completion of which the State will surrender to the railroad the interest it has under the 1942 agreement to maintain the overpass upon the parcel of property described on Page 3 of the indenture.

Prior to execution Exhibit A should be attached to each counterpart of the agreement and we will appreciate being furnished with five additional copies of Exhibit A for distribution. It is our understanding from telephone conversation between you and Mr. Kruttschnitt on July 17 that Exhibit A will be similar to the one which accompanied Mr. Merchant's letter of December 4, 1958, revised as necessary to conform with PPM-20-12.

If you find the two documents satisfactory, will you please arrange for execution on behalf of the State, thereafter returning all four counterparts to us for further attention.

Yours truly,

Wm Jaekle

Enc.

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JUL 22 1959

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MONTANA
OREGON
WASHINGTON
JUL -9 1959
FOR FILING

I-5-4(33)193

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U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
08-35.6

408 State Highway Building
Salem, Oregon

July 6, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project U-UG-161(26), Judkins Point Overcrossing Section, McKenzie Highway. This approval is subject to the condition that costs of any possible future restoration of the Mill Race will not be eligible for Federal-aid participation.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired, and that an agreement has been executed with the Southern Pacific Railroad.

Your attention is directed to my letter of August 12, 1958, which concerned late submissions of P. S. and E. assemblies. Our acceptance of this major project beyond the established dead line date for the current advertising period is not to be considered a precedent for future submissions.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

[illegible]

NOTED
FORREST COOPER

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JUL [illegible] 1959
OFFICE OF
STATE HIGHWAY ENGINEER

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WASHINGTON
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FOR FILING
I-5-4(33)193
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U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
08-35.6

408 State Highway Building
Salem, Oregon

July 6, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-5-4(33)193, Willamette River Bridge, Pacific Highway. This approval is given subject to your making any corrections or revisions which may be found necessary following a further review of the plans.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired, and that an agreement with the Southern Pacific Railroad has been executed.

Your attention is directed to my letter of August 12, 1958, which concerned late submissions of P. S. and E. assemblies. Our acceptance of this major project beyond the established dead line date for the current advertising period is not to be considered a precedent for future submissions.

Very truly yours,

CGPolk

C. G. Polk
Division Engineer

Porter

NOTED
FORREST COOPER

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OFFICE OF
STATE HIGHWAY ENGINEER

3

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JUL - 7 1959

FOR FILING

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July 6, 1959

Mr. A. W. Kilborn
Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Re: Easement at Eugene

I am attaching hereto a copy of our description of the easement which will be required for the overcrossing of your tracks at Judkins Point south of Eugene. You already have in your files the vicinity map presented at the Public Utility Commissioner's hearing showing the geometry of the intersection.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams

Mr. W. M. Jaekle

FORM 830—50M—4-54—74386

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 3, 1959

SUBJECT: File No. 30273 - Southern Pacific Railroad Company
Eugene-Springfield Section
McKenzie Highway
Lane County

To: Mr. G. S. Paxson
Assistant State Highway Engineer
Office

Attached hereto is a description on the subject file, which is needed for the construction of the Willamette River Bridge at Eugene. This structure also crosses the Southern Pacific Railroad Company's tracks.

A map covering this parcel has not been furnished us by the Construction Department.

This parcel is an easement across operating railroad property, and its negotiation is to be carried on through your office.

D H Moehring
D. H. MOEHRING
Assistant Right of Way Engineer

DHM:zg

Attachment

RECEIVED
JUL 6 1959
OFFICE OF
STATE HIGHWAY ENGINEER

File No. 30273

Southern Pacific Railroad Company

Eugene-Springfield Section McKenzie Highway

Lane County Easement for Structure RR 6-24-59 8B-2-15

A parcel of land lying in the SW¼ of Section 33, Township 17 South, Range 3 West, W. M., Lane County, Oregon, and being a portion of the Southern Pacific Railroad Company right of way; the said parcel being that portion of said railroad right of way included in a strip of land 120 feet in width, 60 feet on each side of the center line of the McKenzie Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station LR 181+98.14, said Station being 745.15 feet South and 485.48 feet West of the Southwest corner of the John G. Day D. L. C. No. 58, Township 17 South, Range 3 West, W.M.; thence on a spiral curve left (the long chord of which bears South 78° 43' 20" East) 350 feet; thence on a 1637.02 foot radius curve left (the long chord of which bears South 86° 13' 20" East) 195.24 feet; thence on a spiral curve left (the long chord of which bears North 86° 48' 30" East) 275 feet to Station LR 190+18.38.

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 0.56 acre.

br/ol

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JUN 16 1959

FOR FILING
I-5-4(33)193

5565 When replying, refer to:
08-35.5

1-5-4(33)193

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

[illegible] State Highway Bldg.
Salem, Oregon

June 12, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Projects I-5-4(33)193 and
UG-161(26), Judkins Point Crossing
of the Willamette River and S. P.
Railroad and Overcrossing Structure
on the Pacific Highway

Dear Sir:

With reference to Mr. Ivan D. Merchant's letter dated April 30, 1959, submitting estimate and sketches of proposed adjustments of the Western Union facilities, we cannot approve this utility work until a formal finding is submitted showing that it is the obligation of the State to reimburse the Utility. Please refer to Section 3, 4b and 8 of PPM 30-3.

The estimate and sketches will be held in abeyance until copies of the above findings are received to complete the agreement.

[illegible]

Very truly yours,

C. G. Polk
Division Engineer

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FORM E-20 50M
MAY 1[illegible] 1959

I-5-4([illegible])112

5565

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

May 13, 1959
Salem, Oregon

SUBJECT: Pux 317 - Judkins Point O-Xing
S. P. Co.
Pacific Highway (Lane County)

To:
Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. Ivan D. Merchant (6)
Mr. Tom Edwards (3)
Mr. Frank Morgan (2)
Mr. H. B. Simpson

Herewith I hand you copy of Order No. 36669, issued by the Public Utility Commissioner under date of May 8, 1959, relative to above titled matter.

The order appears to be in conformance with the petition and with the evidence presented at the hearing.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD/ks
enc.

RECEIVED
MAY 13 1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

Order #36669

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

F - 2658

In the Matter of the application of OREGON STATE HIGHWAY COMMISSION to construct an overcrossing structure over the right of way of Southern Pacific Company on the relocated Pacific Highway, known as the JUDKINS POINT OVERCROSSING project (Interstate Pacific Highway) in Lane County, Oregon.	ORDER

The above entitled matter was duly heard on April 15, 1959, at Eugene, Oregon, before Glen E. Seidler, Examiner, representing the Commissioner. The following appearances are of record herein:

For Applicant:

J. W. DeSouza, Assistant Counsel
Salem, Orebon
In behalf of Oregon State
Highway Commission

Interested Parties:

James C. Ingwersen, Attorney
Portland, Oregon
In behalf of Southern Pacific
Company

For Commissioner:

Irving C. Allen, Assistant Attorney
General, Salem, Oregon and of
Counsel for the Public Utility Commissioner

On February 4, 1959, the State of Oregon, by and through the State Highway Commission, hereinafter referred to as Applicant, filed an application for authority to cross over the tracks and right of way of Southern Pacific Company at a point on the relocated portion of the Pacific Highway between Albany and a connection with the existing highway east of Eugene, known as the Judkins Point Overcrossing project.

On February 10, 1959, Lane County, by and through its Board of County Commissioners, filed an answer stating it had no objections to the application.

On March 5, 1959, Southern Pacific Company filed an answer to the application stating it had no objections thereto.

Upon hearing, Applicant orally amended its application eliminating from the VIII allegation thereof "or the removing of the existing structure" and further correcting such allegation in that PUC Order 30600 should be PUC Order 33700. In all other respects the application as filed was unchanged.

Evidence was adduced on behalf of Applicant only, the hearing was completed and the matter submitted for determination. Based upon said evidence and record it is found that:

The proposed overcrossing structure is necessitated by the construction of a relocated portion of the Pacific Highway between Albany and a connection with the existing highway near Judkins Point, east of Eugene, to conform to Federal Interstate Highway standards. The estimated traffic on the proposed structure will be a daily average of 4,800 vehicles with anticipated normal annual increases while the estimated traffic on the railroad is 35 train movements per day.

The proposed overcrossing structure is an integrated part of a proposed structure crossing over the Willamette River, McKenzie Highway and Southern Pacific Company right of way. Its overall length will be 1,800' with that portion thereof crossing over the railroad right of way being 100'. The roadway width will be composed of two 27' roadways and one 8.4' median strip.

The proposed structure will cross over the main line, one siding and a proposed track of Southern Pacific Company. The center line of the structure will intersect the center line of the main track at Railroad Station 1087+44.72. The corresponding point on the roadway is "L^2" 5.92+53.80 P.O.C. It will be of reinforced concrete with welded steel beam spans used over the railroad overcrossing part thereof.

Horizontal and vertical clearances beneath the proposed overcrossing structure will at all times, including during the erection thereof, be in excess of the minimums prescribed in Commissioner's Order No. 33700.

Applicant will prepare plans and specifications, award a contract or contracts and supervise the construction of the grade separation structure. Applicant will finance the project from State and Federal highway funds and will reimburse Southern Pacific Company for all necessary expenses incurred in connection with the project which are reimbursable under, and not prohibited by, the terms of Policy and Procedure, Memorandum No. 30-3, issued by the Public Roads Administration. Applicant will maintain the structure with its approaches and other highway facilities after its completion.

Southern Pacific Company will, subject to reimbursement as hereinbefore stated, make such revisions to existing signal and communication systems as may be required to safeguard their operation during construction, and reinstall same in permanent locations after completion of the project; furnish such engineering, watchmen and flagmen services necessary to safeguard railroad operations during construction of the project; move and thereafter reinstall such right of way fences as may be necessary for construction of the project; install and thereafter remove such telltales as may be necessary for protection of railroad traffic. Southern Pacific Company will, at its own expense, maintain its railroad line with its appurtenances and facilities as before.

From the foregoing it is concluded that the erection of the proposed overcrossing structure, known as the Judkins Point Overcrossing project, will create no undue hazard to railroad operations, will provide safe crossing of the highway over the railroad right of way, all of which is in the public interest, and that pursuant to the provisions of ORS Chapter 763 the amended application should be granted; it is therefore

ORDERED that pursuant to ORS Chapter 763 the amended application of the Oregon State Highway Commission for authority to construct an overcrossing structure over the tracks and right of way of Southern Pacific Company, known as the Judkins Point Overcrossing project, in the southeast quarter (SE¼) of Section 33, Township 17 South, Range 3 West, W.M. in Lane County, Oregon, is granted; and it is further

ORDERED that the construction shall be done in a good and workman-like manner in accordance with accepted engineering practices and in conformity as to location, elevation, angles of intersection and grades as shown on the plan and profile submitted with the amended application and by reference made a part thereof; and it is further

ORDERED that the Oregon State Highway Commission shall prepare plans and specifications, award a contract or contracts and supervise the construction of the proposed overcrossing and finance the project from State and Federal highway funds and shall reimburse Southern Pacific Company for all necessary expenses incurred in connection therewith which are reimbursable under and not prohibited by the terms of Policy and Procedure Memorandum No. 30-3, issued by the Public Roads Administration; and it is further

ORDERED that Southern Pacific Company shall, subject to reimbursement as set forth above, make such revisions to existing signal and communication systems and such alterations to right of way fences as may be necessary, prior to and during construction, and reinstall or replace such facilities after completion of the project; furnish such engineering, watchmen and flagmen services as may be necessary to safeguard railroad operations during the construction period; install and thereafter remove such telltales as may be necessary for protection of railroad traffic during construction; and it is further

ORDERED that, after completion of the project, the Oregon State Highway Commission shall, at its own expense, maintain the overcrossing structure, approaches and appurtenances thereto; and Southern Pacific Company shall, at its own expense, maintain its tracks and roadbed and such railroad facilities necessary to its operations and constructed beneath the structure; and it is further

ORDERED that the designation C-644.95-A shall be assigned to the structure as a means of identification in the Commissioner's Catalog of Railroad Crossings in the State of Oregon.

Made and entered this 8th day of May, 1959.

Public Utility Commissioner

(SEAL)

RECEIVED
MAY 7 - 1959
FOR FILING

I-5-4(33)192

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

May 6, 1959
Salem, Oregon

SUBJECT: Pux 316 - Relocated Judkins Point O-Xing
McKenzie Highway
S. P. Co. (Lane County)

To. Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. Ivan D. Merchant (6)
Mr. Tom Edwards (3)
Mr. I. A. DeFrance (2)
Mr. Frank Morgan (2)
Mr. H. B. Simpson

Herewith I hand you copy of Order No. 36663, issued by the Public Utility Commissioner under date of April 30, 1959, which appears to be in accordance with the petition of the State Highway Commission.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD/ks
encl.

RECEIVED
MAY - 7 1959
OFFICE OF
STATE HIGHWAY ENGINEER

Order #36663

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

F-2657

In the Matter of the Application of OREGON STATE HIGHWAY COMMISSION to construct an overcrossing structure over the right of way of Southern Pacific Company and to remove an existing overcrossing structure, known as the RELOCATED JUDKINS POINT OVERCROSSING project, in Lane County, Oregon.)	ORDER

The above entitled matter was duly heard on April 15, 1959, at Eugene, Oregon, before Glen E. Seidler, Examiner, representing the Commissioner. The following appearances are of record herein:

For Applicant:

J. W. DeSouza, Assistant Counsel
Salem, Oregon
In behalf of Oregon State
Highway Commission

Interested Parties:

James C. Ingwersen, Attorney
Portland, Oregon
In behalf of Southern Pacific
Company

Irving C. Allen, Assistant Attorney
General, Salem, Oregon
In behalf of Public Utility
Commissioner of Oregon

On February 4, 1959, the State of Oregon, by and through the State Highway Commission, hereinafter referred to as Applicant, filed an application for authority to cross over the tracks and right of way of Southern Pacific Company at a point on U.S.H.R. No. 126 in Lane County, Oregon, known as the Relocated Judkins Point Overcrossing project.

On February 18, 1959, Lane County, by and through its Board of Commissioners, filed an answer stating it had no objections to the application.

On March 6, 1959, Southern Pacific Company filed an answer to the application stating it had no objections thereto.

Upon hearing, Applicant orally amended its application so as to correct the VIII allegation thereof, to-wit: PUC Order No. 30600 to PUC Order No. 33700. In all other respects the application as filed was unchanged.

Evidence was adduced on behalf of Applicant only, the hearing was completed and the matter submitted for determination. Based upon said evidence and record it is found that:

The construction of the proposed overcrossing structure is necessitated by the outmoded condition of the present overcrossing structure. This structure was erected in 1941 under the authority of Commissioner's Order No. 10334, entered March 9, 1941, and by necessity was built under the limits of war time conditions. It has since outlived its useful and safe life, and hence Applicant seeks to remove it.

The proposed overcrossing structure, to be located approximately 150' northwesterly from the present structure, will have an overall length of 747' on the northerly side and 681' on the southerly side. The reason for the variance in lengths is that the proposed structure will be slightly curved and the additional fact that one corner thereof will be bedded in solid rock, whereas the three other corners will abut a fill. The roadway width will be composed of two 27' roadways and one 8'4" median strip, and provisions for one 4'6" side walk on the southerly side have been made.

The proposed structure will cross over the main line, one siding and a proposed track of Southern Pacific Company. It will be of reinforced concrete with welded steel beam spans used over the railroad overcrossing part thereof.

Horizontal and vertical clearances beneath both the present and proposed overcrossing structures will at all times during the removal and erection thereof be in excess of the minimums prescribed in Commissioner's Order No. 33700.

Applicant will prepare plans and specifications, award contracts and supervise removal of the present, including salvaging of materials, as well as construction of the proposed grade separation structures. Applicant will finance the project from State and Federal highway funds and will reimburse Southern Pacific Company for all necessary expenses incurred in connection with the project which are reimbursable under, and not prohibited by, the terms of Policy and Procedure Memorandum No. 30-3, issued by the Public Roads Administration. Applicant will maintain the structure with its approaches and highway facilities after its completion.

Southern Pacific Company will, subject to reimbursement as hereinbefore stated, make such revisions in existing signal and telegraph system as may be required to safeguard its operation during construction, and reinstall same in permanent locations after completion of the project; furnish such watchmen and flagmen services necessary to safeguard railroad operations during construction of the project; remove and thereafter reinstall such right of way fences as may be necessary for construction of the project; install and thereafter remove such telltales as may be necessary for protection of railroad traffic; finally at its own cost and expense maintain its railroad line with its appurtenances and facilities as before.

From the foregoing it is concluded that the removal of the existing and the erection of the proposed overcrossing structures, known as the Relocated Judkins

Point Overcrossing project, will create no undue hazard to railroad operations, will provide safe crossing of the highway over the railroad right of way, all of which is in the public interest, and that the amended application should be granted; it is therefore

ORDERED that the amended application of the Oregon State Highway Commission for authority to construct an overcrossing structure over the right of way of Southern Pacific Company and to remove an existing overcrossing structure, known as the Relocated Judkins Point Overcrossing project, in the southeast quarter (SE¼) of Section 33, Township 17 South, Range 3 West, W.M. in Lane County, Oregon, is granted; and it is further

ORDERED that the construction shall be done in good workman-like manner in accordance with accepted engineering practices and in conformity as to location, elevation, angles of intersection and grades as shown on the plan and profile submitted with the amended application and by reference made a part thereof, or such revisions thereof as may be necessary to the construction and agreed upon by the Oregon State Highway Commission and Southern Pacific Company; and it is further

ORDERED that the Oregon State Highway Commission shall prepare plans and specifications, award contracts and supervise the construction of the proposed overcrossing, as well as the removal of the existing overcrossing, and finance the project from State and Federal highway funds, and shall reimburse Southern Pacific Company for all necessary expenses incurred in connection therewith which are reimbursable under and not prohibited by the terms of Policy and Procedure Memorandum No. 30-3 issued by the Public Roads Administration; and it is further

ORDERED that Southern Pacific Company shall, subject to reimbursement as set forth above and in accordance with the above mentioned plan and profile, make such revisions to existing signal and telegraph system and such alterations to right of way fences as may be necessary prior to and during construction, and reinstall or replace such facilities after completion of the project; furnish such watchmen and flagmen services as may be necessary to safeguard railroad operations during the construction period; install and thereafter remove such telltales as may be necessary for protection of railroad traffic during construction; and it is further

ORDERED that, after completion of the project, the Oregon State Highway Commission shall, at its own expense, maintain the overcrossing structure, approaches and appurtenances thereto; and Southern Pacific Company shall, at its own expense, maintain its tracks and roadbed and such railroad facilities necessary to its operations, and constructed beneath the structure; and it is further

ORDERED that the designation C-645.0-A shall be assigned to the structure as a means of identification in the Commissioner's Catalog of Railroad Crossings in the State of Oregon.

Made and entered this 30th day of ~~May,~~ april, 1959.

Jonel C Hill
Public Utility Commissioner

(SEAL)

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

April 22, 1959
Salem, Oregon

SUBJECT: Pux 316 - Relocated Judkins
Point O-Xing
S. P. Co.
McKenzie Highway (Lane County)

~~To: MEMORANDUM TO~~ FILE:

Hearing on the above titled matter was held at 1:30 P. M., on Wednesday, April 15, 1959, in Lane County Circuit Court in Eugene, before Glen E. Seidler, Hearing Examiner for the Public Utility Commission of Oregon.

The Southern Pacific Company was represented by Mr. James Ingwerson, Pacific Building, Portland, Oregon.

The Public Utility Commissioner was represented by C. E. Jaqua, Utility Engineer.

The Highway Commission was represented by myself.

The only witness placed on the stand was Mr. Ivan D. Merchant, Bridge Engineer, who testified regarding the necessity for the project, the plan of construction and the type and details of the structure.

This was the first hearing of this nature conducted by Mr. Seidler and questions as to details were prolonged and frequent. No anticipated controversy developed and it is expected this order will be issued in due course in accordance with the petition of the Highway Commission.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JDW/ks
cc: Forrest Cooper
G. S. Paxson
Ivan D. Merchant
P. M. Stephenson
Tom Edwards
Frank Morgan
L. I. Lindas

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OFFICE OF
STATE HIGHWAY ENGINEER

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FORREST COOPER

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

April 22, 1959
Salem, Oregon

SUBJECT: Pux 317 - Judkins Point O-Xing
S. P. Co.
Pacific Highway (Lane County)

To: MEMORANDUM TO FILES:

Hearing on the above titled matter was held at 3:00 P. M., on Wednesday, April 15, 1959, in Lane County Circuit Court in Eugene, before Glen E. Seidler, Hearing Examiner for the Public Utility Commission of Oregon.

The Southern Pacific Company was represented by Mr. James Ingwerson, Pacific Building, Portland, Oregon.

The Public Utility Commissioner was represented by C. E. Jaqua, Utility Engineer.

The Highway Commission was represented by myself.

The only witness placed on the stand was Mr. Ivan D. Merchant, Bridge Engineer, who testified to the necessity for the project, the plans of construction and details of the structure.

After having gone through the hearing on the construction project on the McKenzie Highway, a great number of detailed questions were not brought up and the hearing concluded within a reasonable time. It is expected that an order will be issued in the near future in accordance with the petition of the Highway Commission.

J. W. DeSOUZA
Assistant Counsel

JDW/ks
cc: Forrest Cooper
G. S. Paxson
Ivan D. Merchant
P. M. Stephenson
Tom Edwards
Frank Morgan
L. I. Lindas

NOTED
P. M. STEPHENSON

FORM E-123 8M-10-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

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5 1959
FOR FILING

I-5-4 (33)193

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February 4, 1959

Mr. Jonel C. Hill
Public Utility Commissioner
Public Service Building
Salem, Oregon

Attention: Mr. David Don

Re: Pux 317-Judkins Point O-Xing
(Interstate Pacific Hwy.)
S.P. Co. (Lane Co.)

Dear Sir:

Herewith I hand you original and three copies of the application of the State of Oregon, by and through its State Highway Commission, to construct an overcrossing structure over and above the tracks and right of way of Southern Pacific Company on the relocated Pacific Highway, known as the Judkins Point Overcrossing project in Lane County, Oregon.

Two of the copies are for service upon Southern Pacific Company and one copy is for service upon Lane County.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Forrest Cooper - with copy of Petition & exhibits
Mr. G. S. Paxson ✓ - " " " " " "
Mr. Ivan D. Merchant - " " " " " "
Mr. Tom Edwards - " " " " " "
Mr. Frank Morgan - " " " " " "
Mr. L. I. Lindas - " " " "

NOTED

Pux 317

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the Matter of the Application of the STATE OF OREGON, by and through its State Highway Commission, to construct an overcrossing structure over and above the tracks and right of way of Southern Pacific Company on the relocated Pacific Highway, known as the JUDKINS POINT OVERCROSSING project (Interstate Pacific Highway) in the Southeast quarter (SE¼) of Section 33, Township 17 South, Range 3 West, W.M., in Lane County, Oregon.	**PETITION** No.________

The petitioner herein respectfully represents:

I

That the name and address of your petitioner are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon.

II

That this petition is made under the authority of ORS Title 31.

III

That petitioner is engaged in the construction of a relocated portion of the Pacific Highway between Albany and a connection with the existing highway near Judkins Point east of Eugene, to Federal Interstate Highway standards, and that in connection therewith it will be necessary and desirable to construct an overcrossing structure over and across the tracks and right of way of Southern Pacific Company as shown by Drawings 13434 and 8329B attached hereto and by this reference made a part hereof.

IV

That the construction of the proposed overcrossing structure is necessary and proper for the service, accommodation and convenience of the public in that a crossing at grade at said point would not be in the interest of safety either on the highway or on the railroad.

V

That the estimated traffic on the proposed structure upon completion thereof will be a daily average of 4,800 vehicles, with anticipated normal annual increases, and that the estimated traffic on the railroad is 35 train movements per day.

VI

That the grade approaching the said structure from the north is an ascending grade of 2.5 percent and that the grade approaching the proposed structure from the south is an ascending grade of 2.5 percent, which grades are connected by a vertical curve 2,000 feet in length.

VII

That the petitioner proposes that the construction and maintenance of the project be handled and the costs thereof borne as follows:

THINGS TO BE DONE BY STATE:

(a) Prepare plans and specifications and award a contract or contracts for the construction of the proposed project and supervise the construction thereof.

(b) Finance the construction of the project, without participation therein from funds of Railroad Company, from State and Federal highway funds, including reimbursement to Railroad Company for the necessary expenses incurred in connection therewith which are reimbursable under and not prohibited by the terms of Policy and Procedure Memorandum No. 30-3, issued by the Public Roads Administration and amendments thereof and supplements thereto.

(c) After construction maintain the said structure with its approaches and other highway facilities.

THINGS TO BE DONE BY RAILROAD COMPANY:

(a) Subject to reimbursement, rearrange its signal and telegraph systems to safeguard their operation during construction and reinstall the same in permanent locations after the completion of the project.

(b) Subject to reimbursement, furnish such engineering, watchmen and flagmen services as may be necessary and required to safeguard railroad operations during the construction of the project.

(c) Subject to reimbursement, move and thereafter reinstall such right of way fences as may be necessary for construction of the project.

(d) Subject to reimbursement, install and thereafter remove such tell-tales as may be necessary for the protection of railroad traffic.

(e) At its own cost and expense, maintain the railroad line with its appurtenances and facilities as heretofore.

VIII

That it is not anticipated that during the construction of the proposed structure or the removing of the existing structure there will be any impairment of vertical or horizontal clearances in violation of PUC Order 30600.

IX

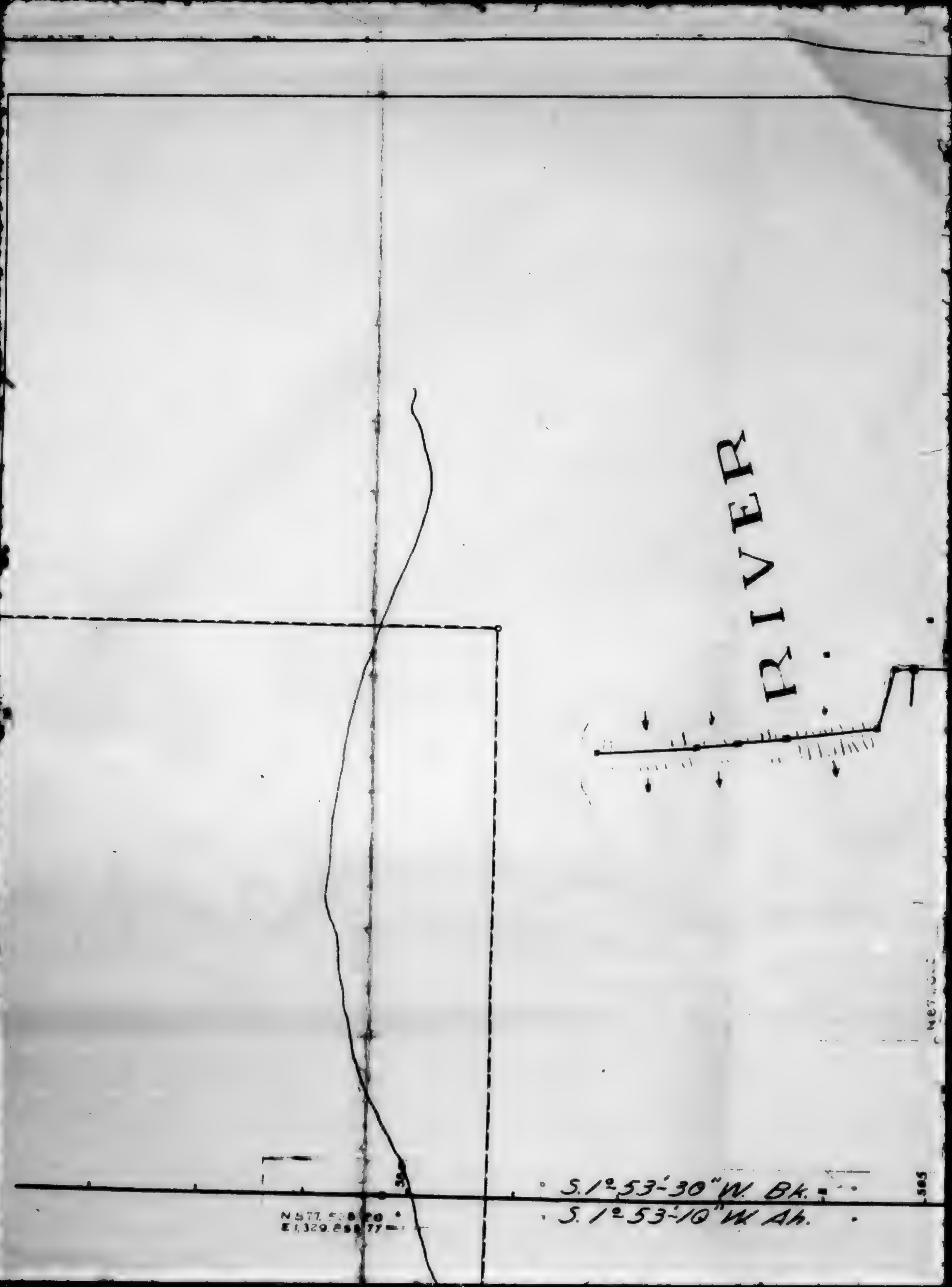
That the said construction is in the Southeast quarter (SE$\frac{1}{4}$) of Section 33, Township 17 South, Range 3 West, W.M., in Lane County, Oregon.

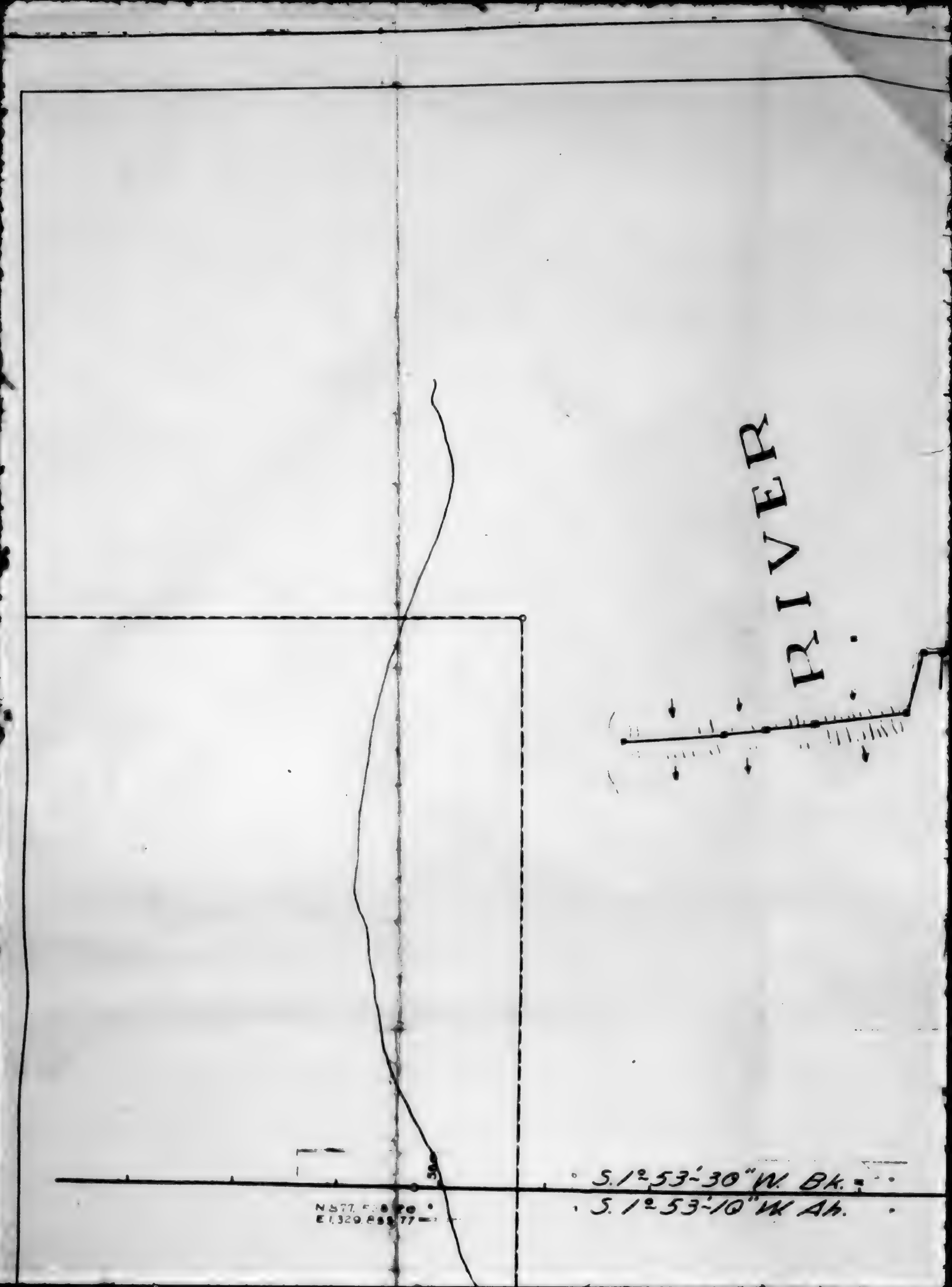
Dated at Salem, Oregon, this 4th day of February, 1959.

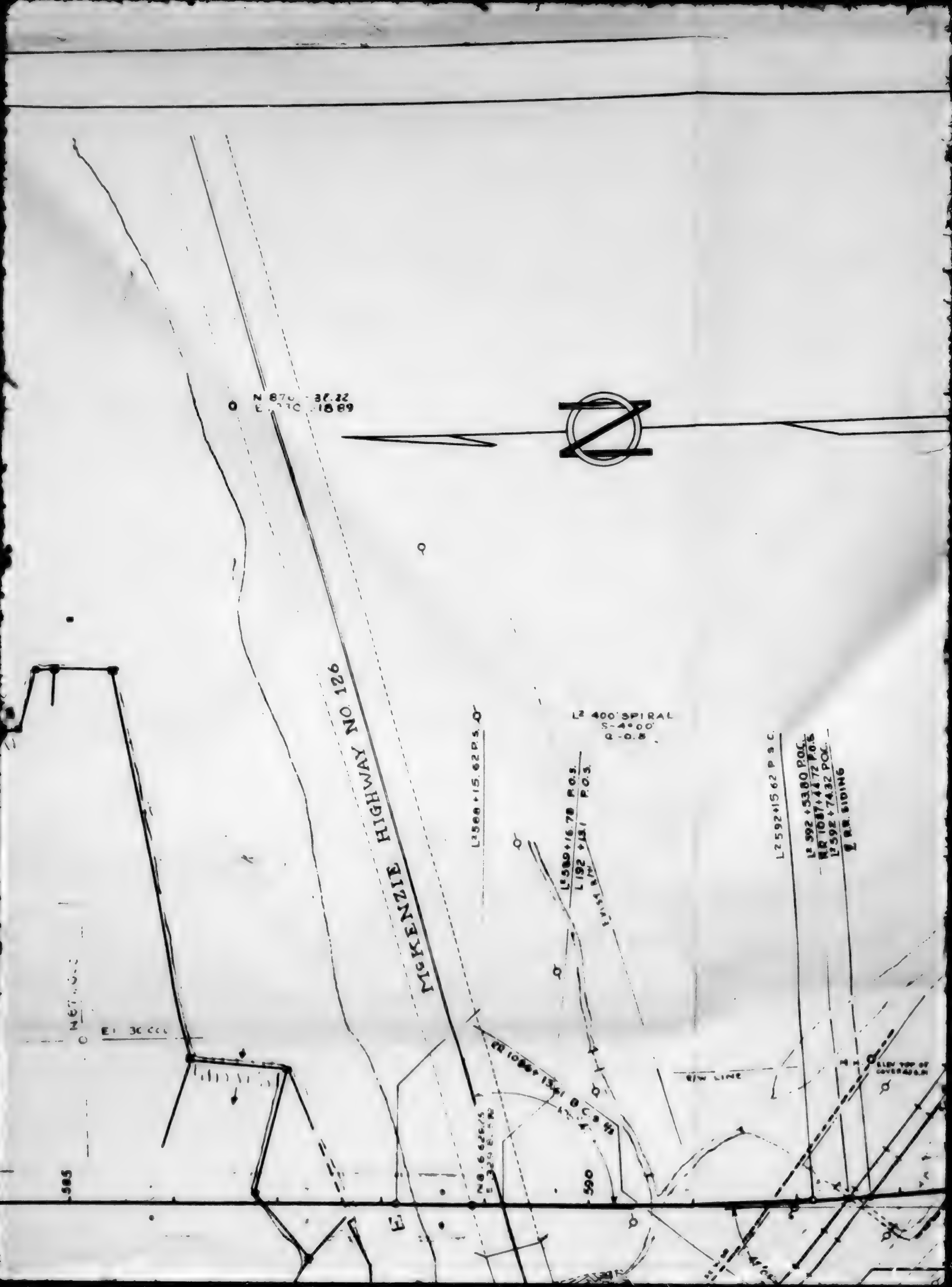
STATE OF OREGON, by and through its
State Highway Commission

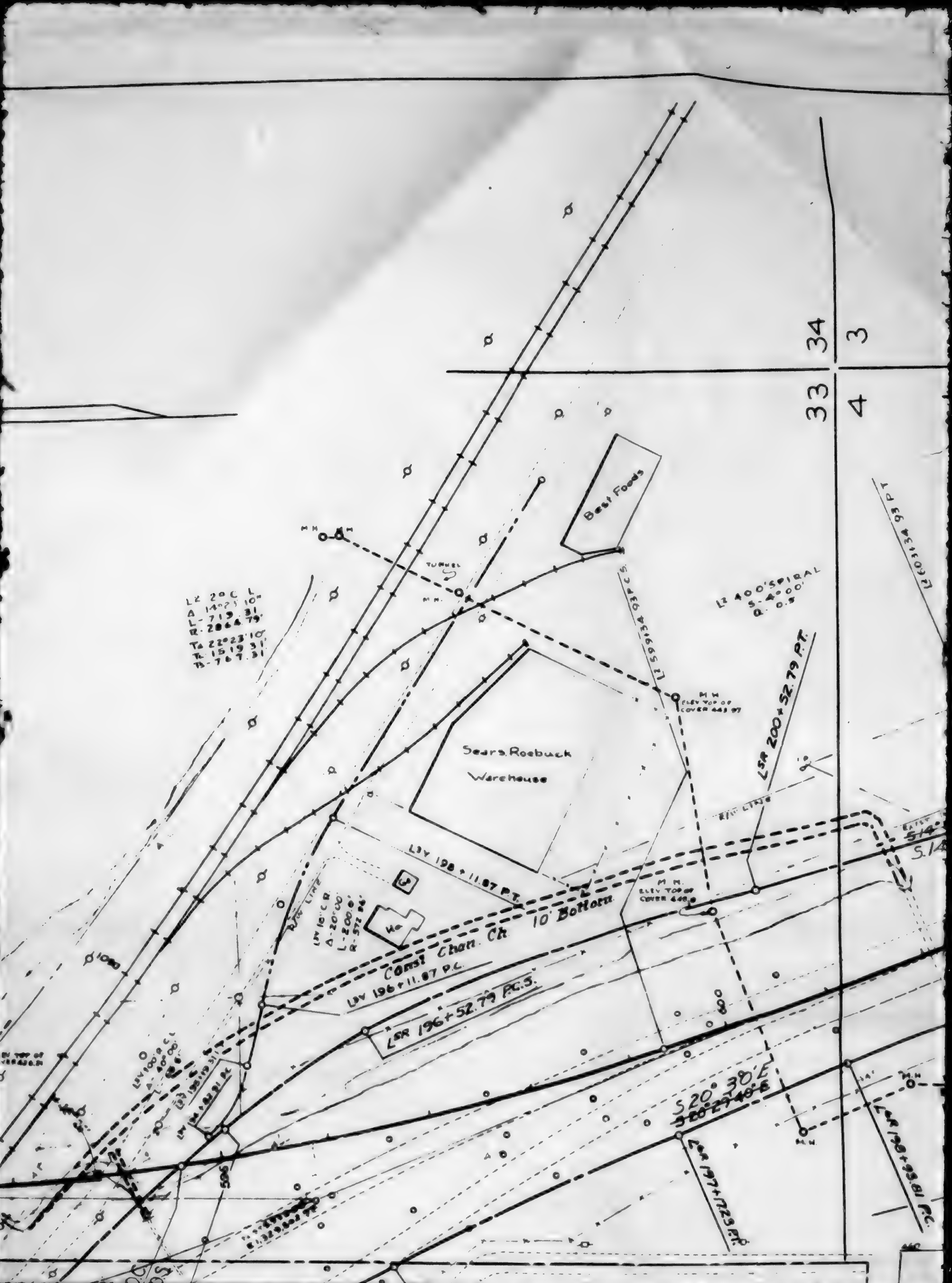
L. I. LINDAS
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By J. W. DeSOUZA
J. W. DeSouza-Assistant Counsel for
the State Highway Commission

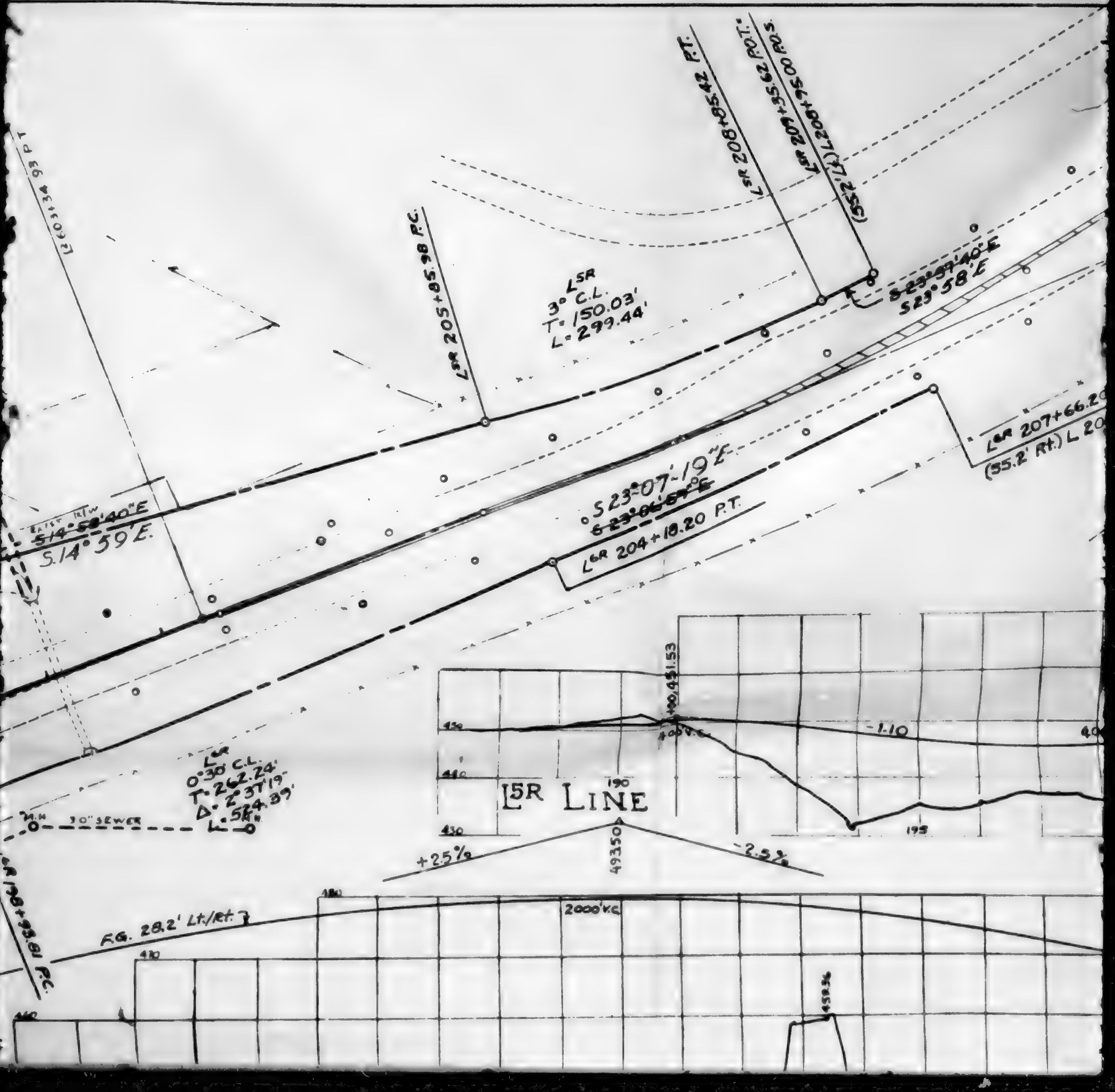

RIVER
S. 1°-53'-30" W. Bk.
S. 1°-53'-10" W. Ah.
505

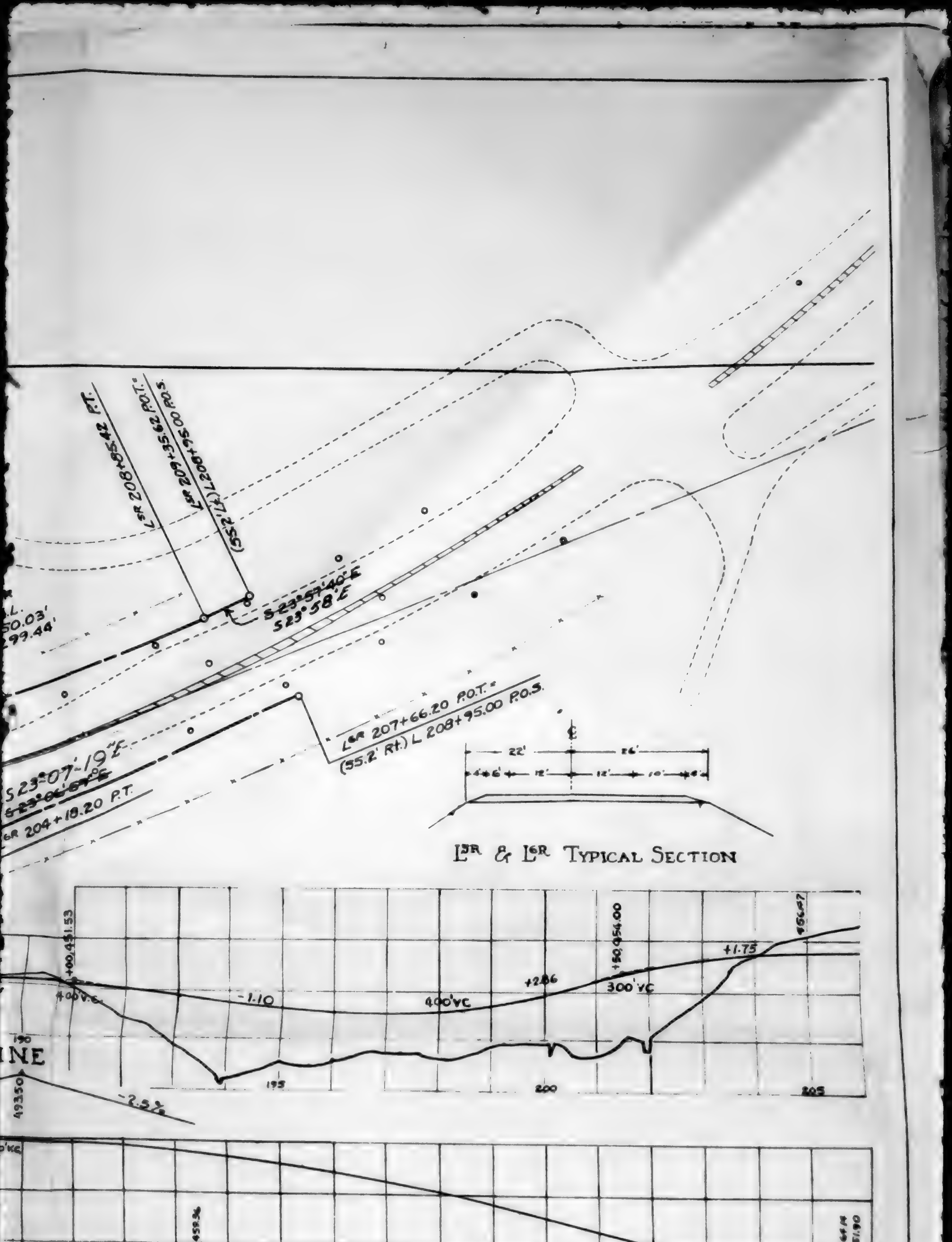

RIVER
S. 1°-53'-30" W. Bk.
S. 1°-53'-10" W. Ah.
E 1,329,888.77

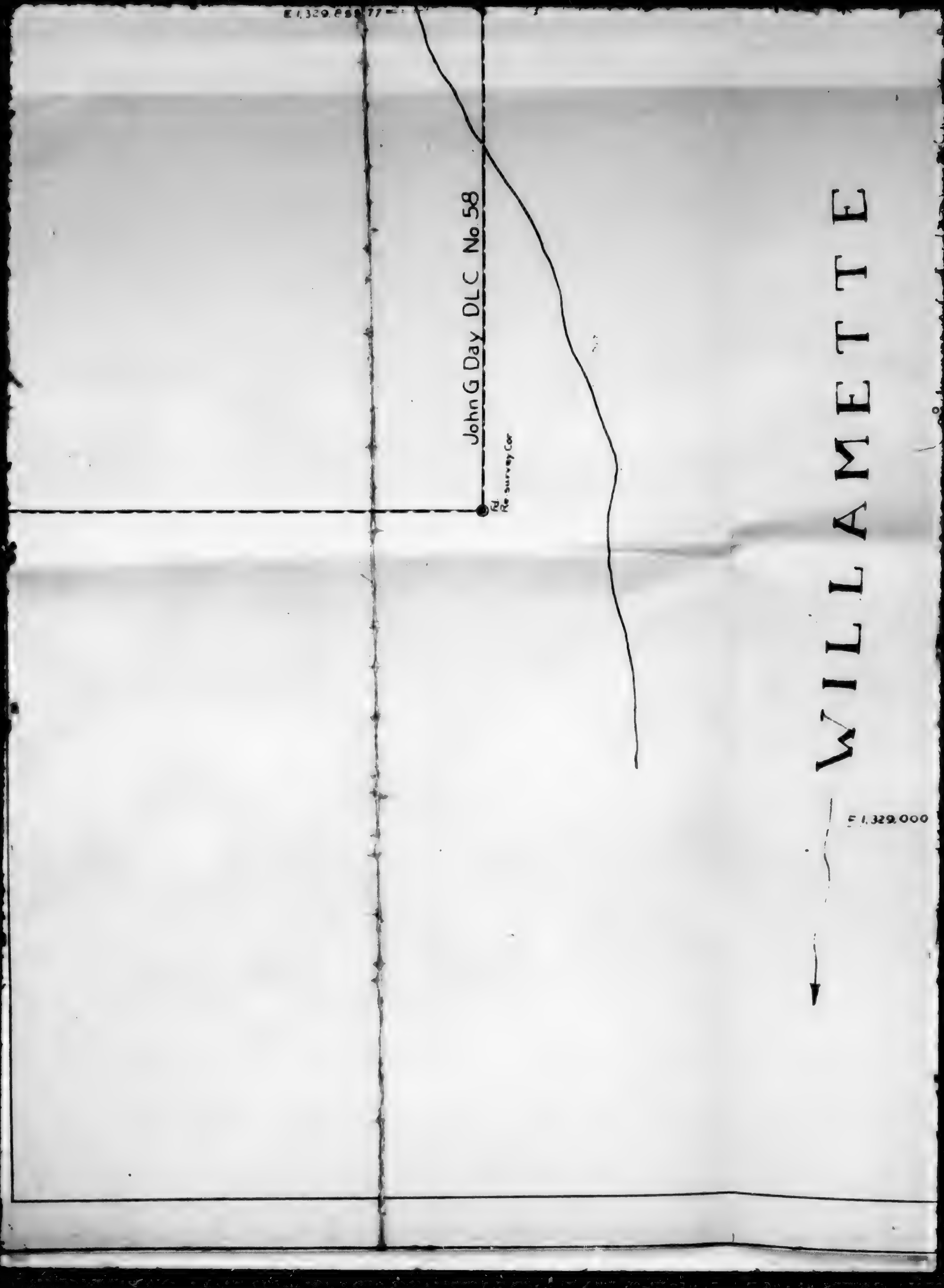

N 870 - 37.22
E 330 - 18.89
McKENZIE HIGHWAY NO 126
L² 400' SPIRAL
S-4°00'
Q-0.8
L² 588+15.62 P.S.
L² 589+16.78 P.O.S.
L 192+13.1 P.O.S.
L² 592+15.62 P.S.C.
L² 592+53.80 P.O.C.
R.R. 1087+44.72 P.O.S.
L² 592+74.32 P.O.C.
℄ R.R. SIDING
R/W LINE
M.H.
ELEV. TOP OF COVER
585
590
E

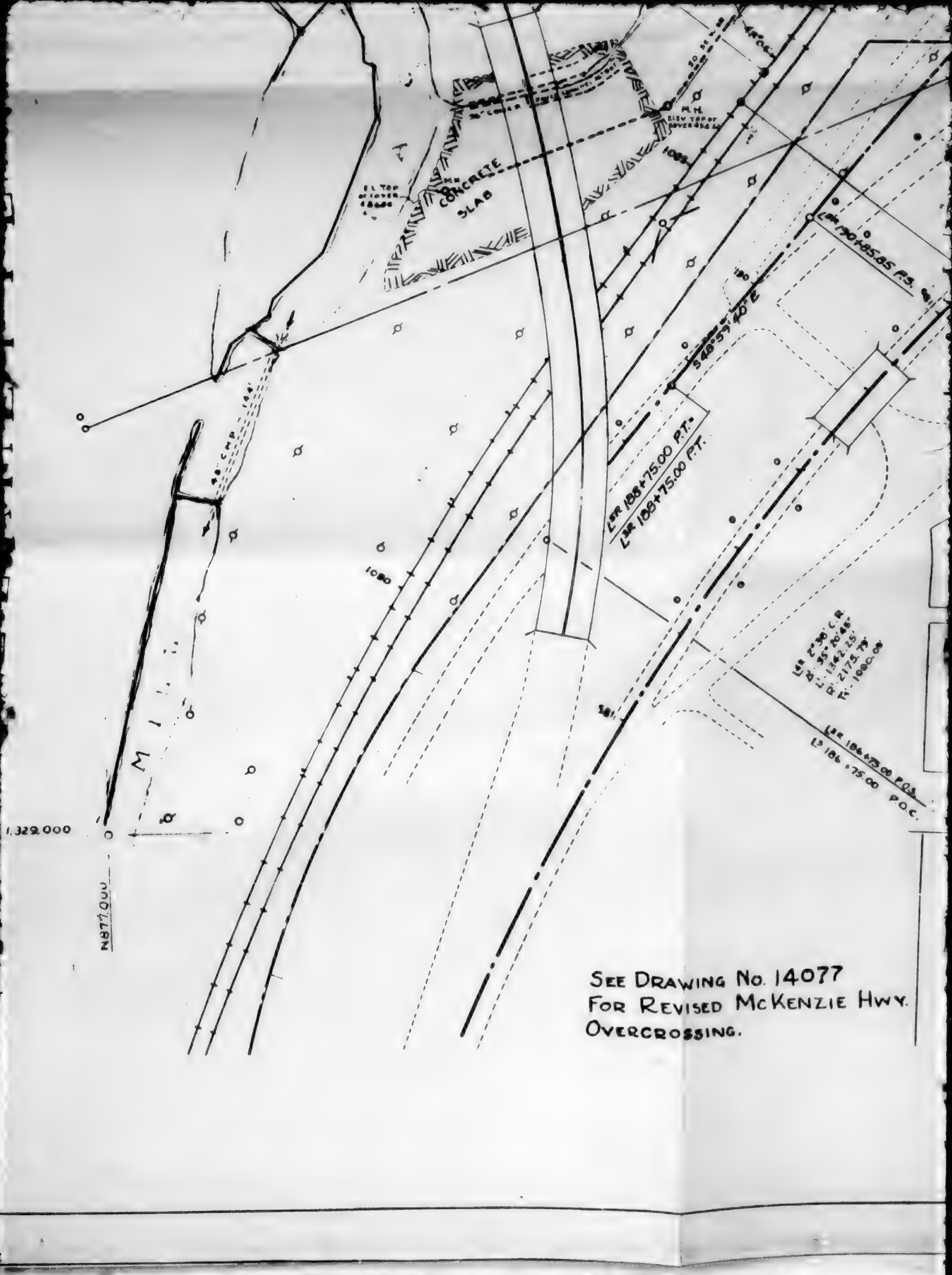


34
3
33
4
Best Foods
M.H.
M.H.
TUNNEL
M.H.
L2 20 C.L.
Δ 14°23' 10"
L - 719.31
R - 2864.79
T1 22°23' 10"
T2 1519.31
T3 - 767.31
L2 400' SPIRAL
S - 4°00'
Q - 0.5
L2 59134.93 P.C.S.
L2 603134.93 P.T.
M.H.
ELEV. TOP OF COVER 643.97
LSR 200+52.79 P.T.
Sears Roebuck
Warehouse
R/W LINE
R/W LINE
L3V 198+11.87 P.T.
LN 10° C.R.
Δ - 20°00'
L - 200.0'
R - 572.96
Const. Chan. Ch. 10' Bottom
M.H.
ELEV. TOP OF COVER 640.0
L3V 196+11.87 P.C.
LSR 196+52.79 P.C.S.
S.14
S.14
600
1080
506
S 20° 30' E
S 20° 29' 40" E
LSR 197+17.23 P.T.
M.H.
M.H.

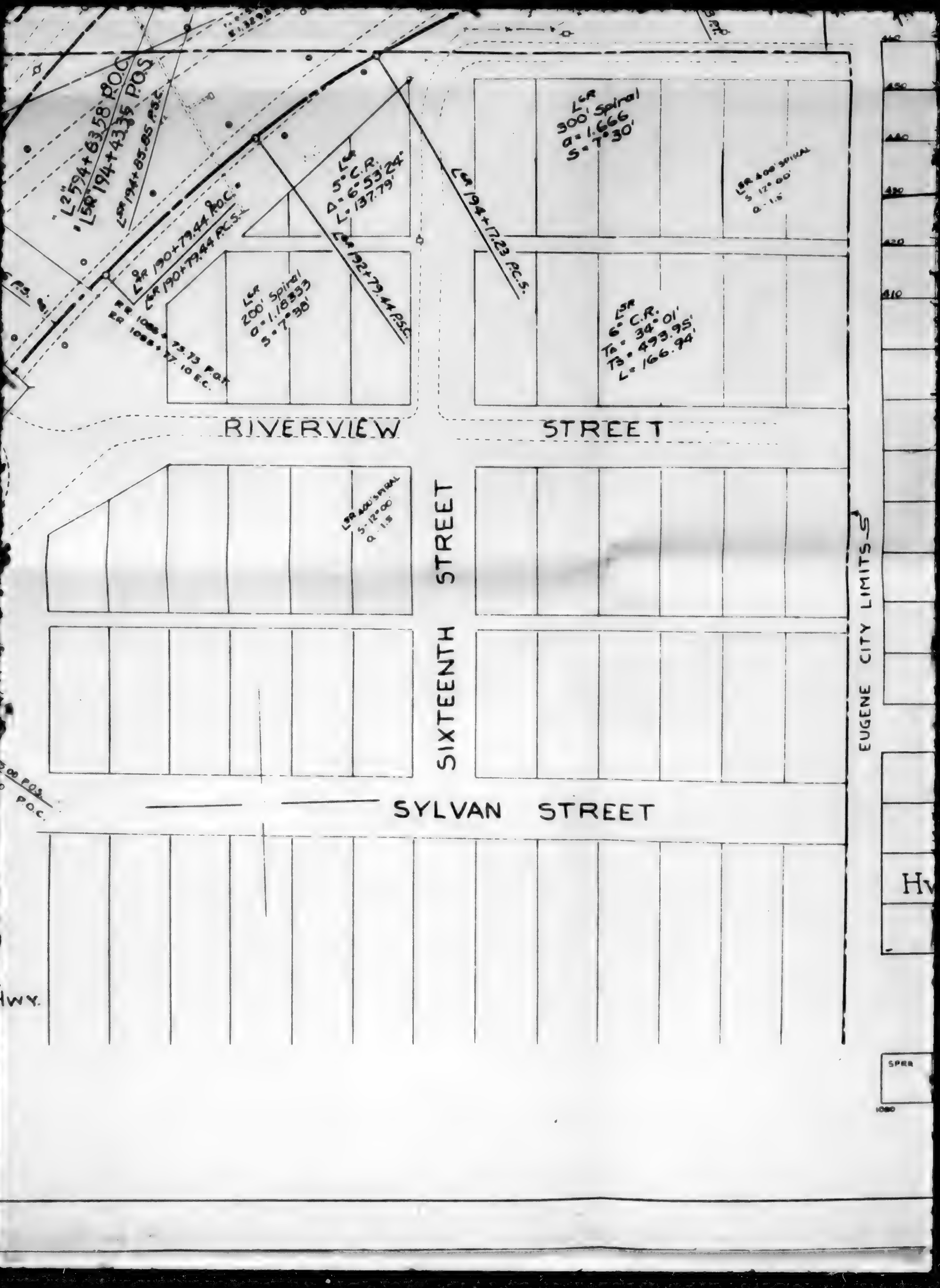

L6R 203+34.93 P.T.
L5R 205+85.98 P.C.
L5R 3° C.L. T=150.03' L=299.44'
L5R 208+85.42 P.T.
L5R 209+35.62 P.O.T.= (55.2' Lt.) L 200+75.00 P.O.S.
~~S 23°57'40"E~~
S 23°58'E
EXIST. R/W ~~S 14°58'40"E~~
S 14°59'E.
S 23°07'19"E
~~S 23°06'57"E~~
L6R 204+18.20 P.T.
L6R 207+66.2
(55.2' Rt.) L 20
L6R 0°30' C.L. T=262.24' Δ=2°37'19" L=524.39'
M.H. 30" SEWER
L5R LINE
190
195
450
440
430
+0.451.53
400' V.C.
-1.10
+2.5%
493.50
-2.5%
480
470
460
F.G. 28.2' Lt./Rt.
2000' V.C.
L6R 198+93.61 P.C.
458.36

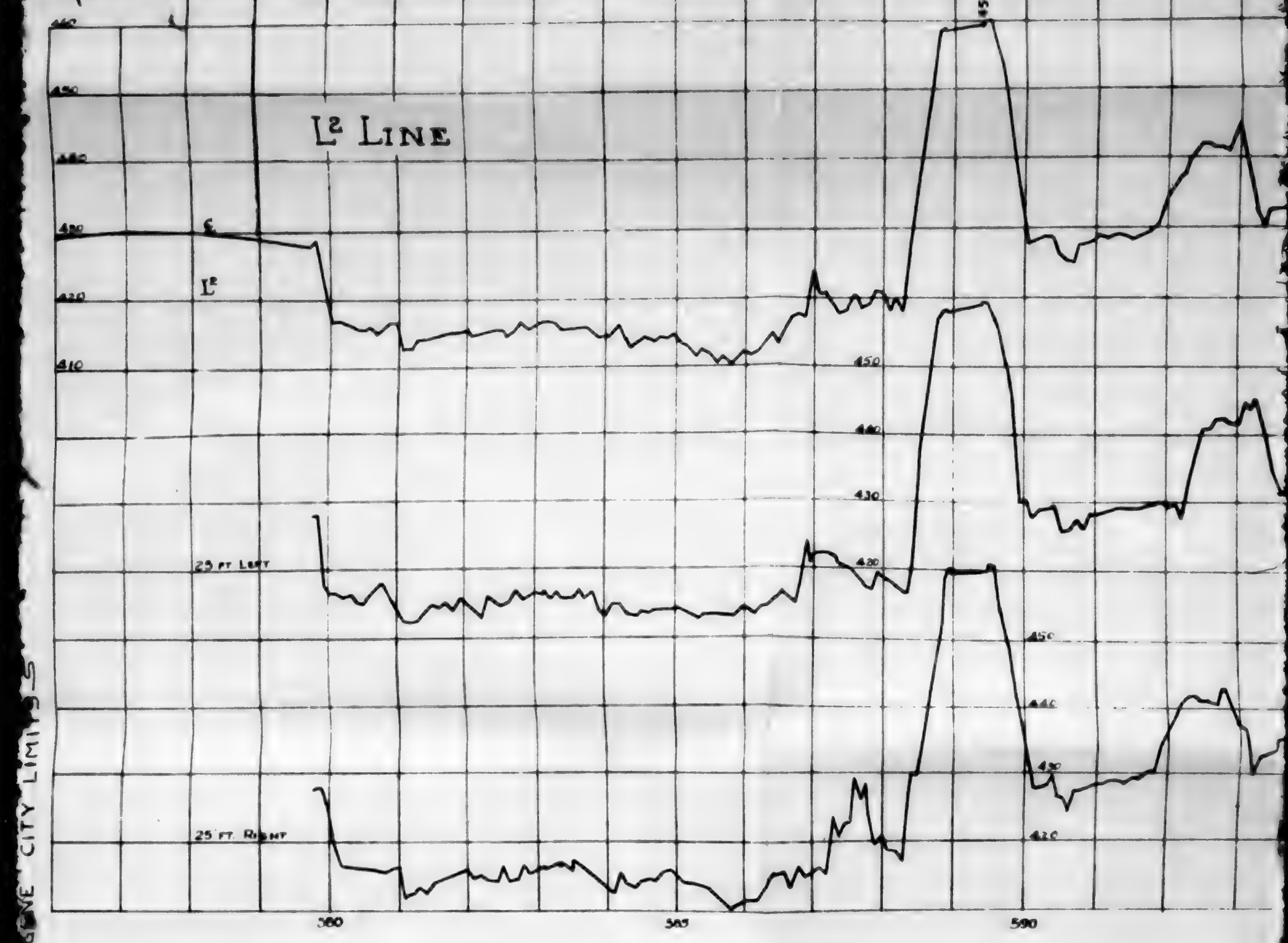

L5R 208+85.42 P.T.
L5R 209+35.62 P.O.T. =
(55.2' Lt.) L 208+95.00 P.O.S.
~~S 23°57'40"E~~
S 23°58'E
.L.
50.03'
99.44'
S 23°07'-19"E
~~S 23°06'51"E~~
6R 204+18.20 P.T.
L6R 207+66.20 P.O.T. =
(55.2' Rt.) L 208+95.00 P.O.S.
℄
22'
26'
4'
6'
12'
12'
10'
4'
L5R & L6R TYPICAL SECTION
+00,451.53
400'V.C.
-1.10
400'VC
+2.86
+50,454.00
300'VC
+1.75
456.47
190
INE
195
200
205
49350
-2.5%
0'V.C.
459.36
+64.14
451.90
720'V.C.

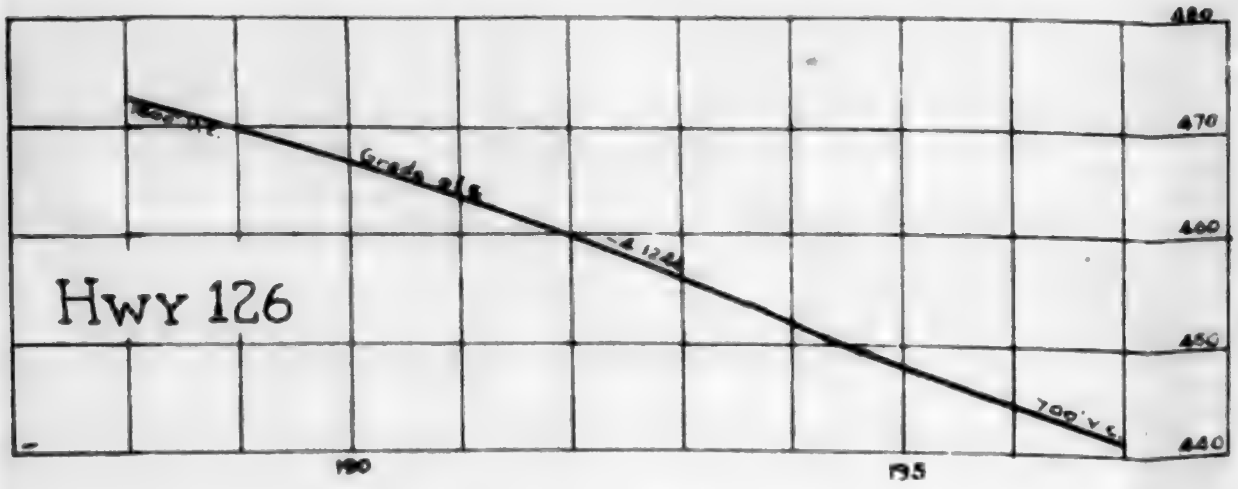

E 1,329,899.77
John G Day DLC No 58
Fd. Re-survey Cor
WILLAMETTE
E 1,329,000


M.H.
ELEV. TOP OF COVER
CONCRETE SLAB
M.H.
EL. TOP OF COVER
1085
1080
S 48°59'40" E
L^{SR} 190+85.85 P.S.
L^{SR} 188+75.00 P.T.
L^{3R} 188+75.00 P.T.
L^{SR} 2°30' C.R.
Δ 35°20'45"
L 1342.25
R 2175.75
T 1080.00
L^{SR} 186+75.00 P.O.S.
L^{3} 186+75.00 P.O.C.
MILL
1,329,000
N877,000

SEE DRAWING NO. 14077
FOR REVISED McKENZIE HWY.
OVERCROSSING.

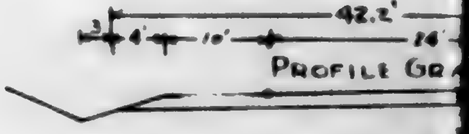

L2 594+63.58 P.O.C.
L5R 194+43.35 P.O.S.
L5R 194+85.85 P.S.C.
L5R 190+79.44 P.O.C.
L5R 190+79.44 P.C.S.
RR 1086+73.73 P.O.T.
RR 1086+27.10 E.C.
L6R 5° C.R. Δ=6°53'24' L=137.79'
L6R 192+79.44 P.S.C.
L6R 200' Spiral a=1.18333 S=7°30'
L6R 194+17.23 P.C.S.
L6R 300' Spiral a=1.666 S=7°30'
L5R 400' SPIRAL S 12°00' a 1.5
L5R 6° C.R. Ta=34°01' T3=493.95' L=166.94'
RIVERVIEW STREET
SIXTEENTH STREET
L5R 400' SPIRAL S 12°00' a 1.5
SYLVAN STREET
EUGENE CITY LIMITS
P.O.S.
P.O.C.
HWY.
Hv
SPRR
450
440
430
420
410
1080





PROFILE SCALE: HORIZONTAL 1"=200'
VERTICAL 1"=20'

Revised bearing Sept. 15, 1958 LLH


3
4'
10'
14'
42.2'
PROFILE GR

L² TY

OREGON STA

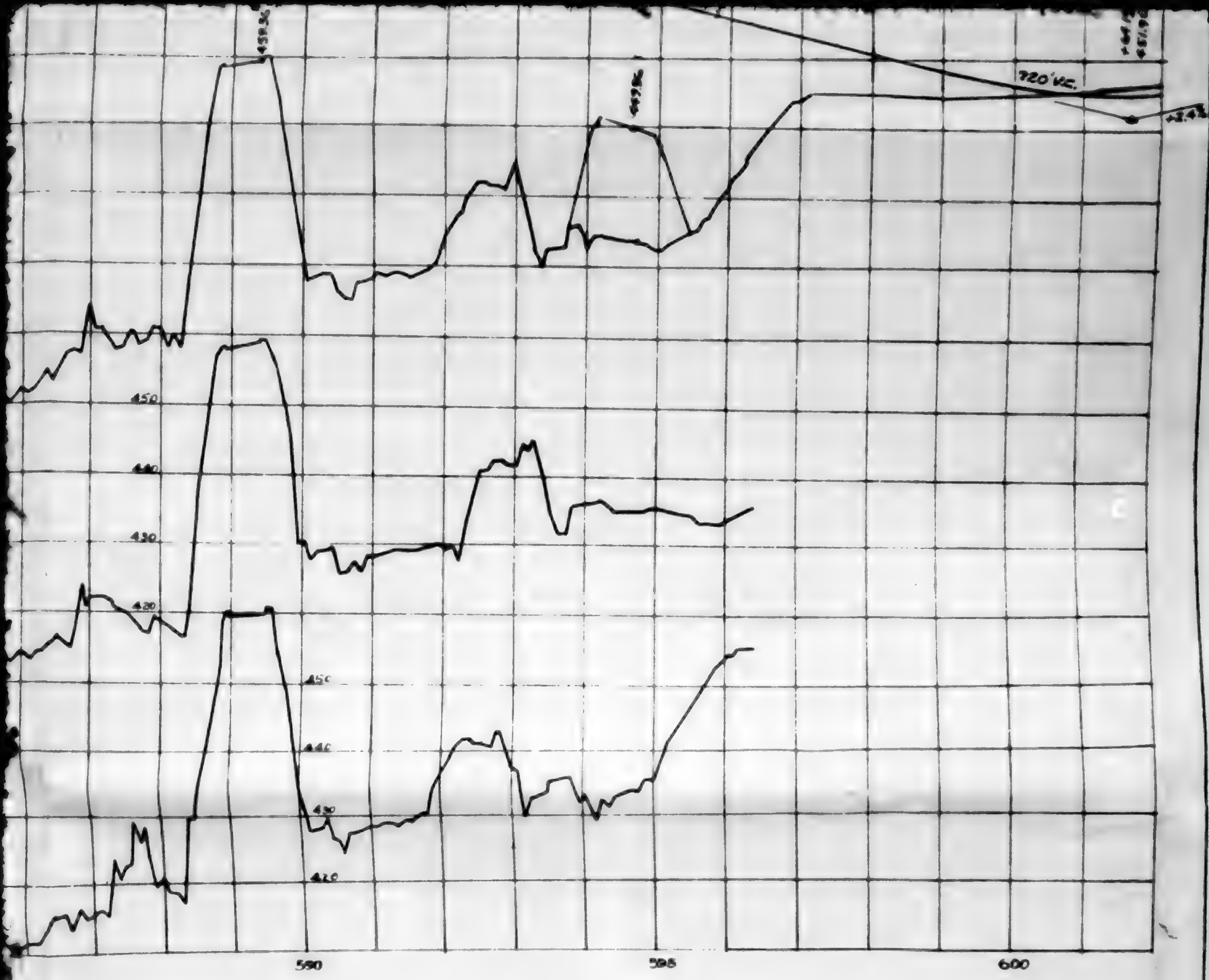
SKE

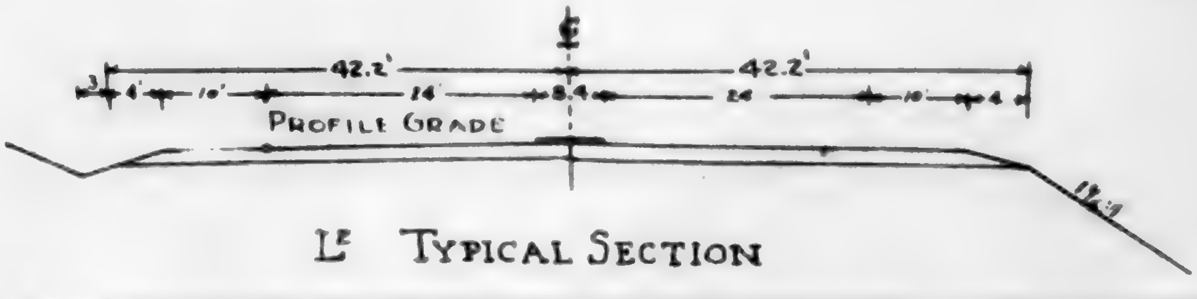
JUDKIN

Br. #8329

LANE COUNTY

SCALE: 1" = 10




℄
42.2'
42.2'
3
4'
10'
14'
8.4
24
10'
4
Profile Grade
1½:1

L^E Typical Section

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

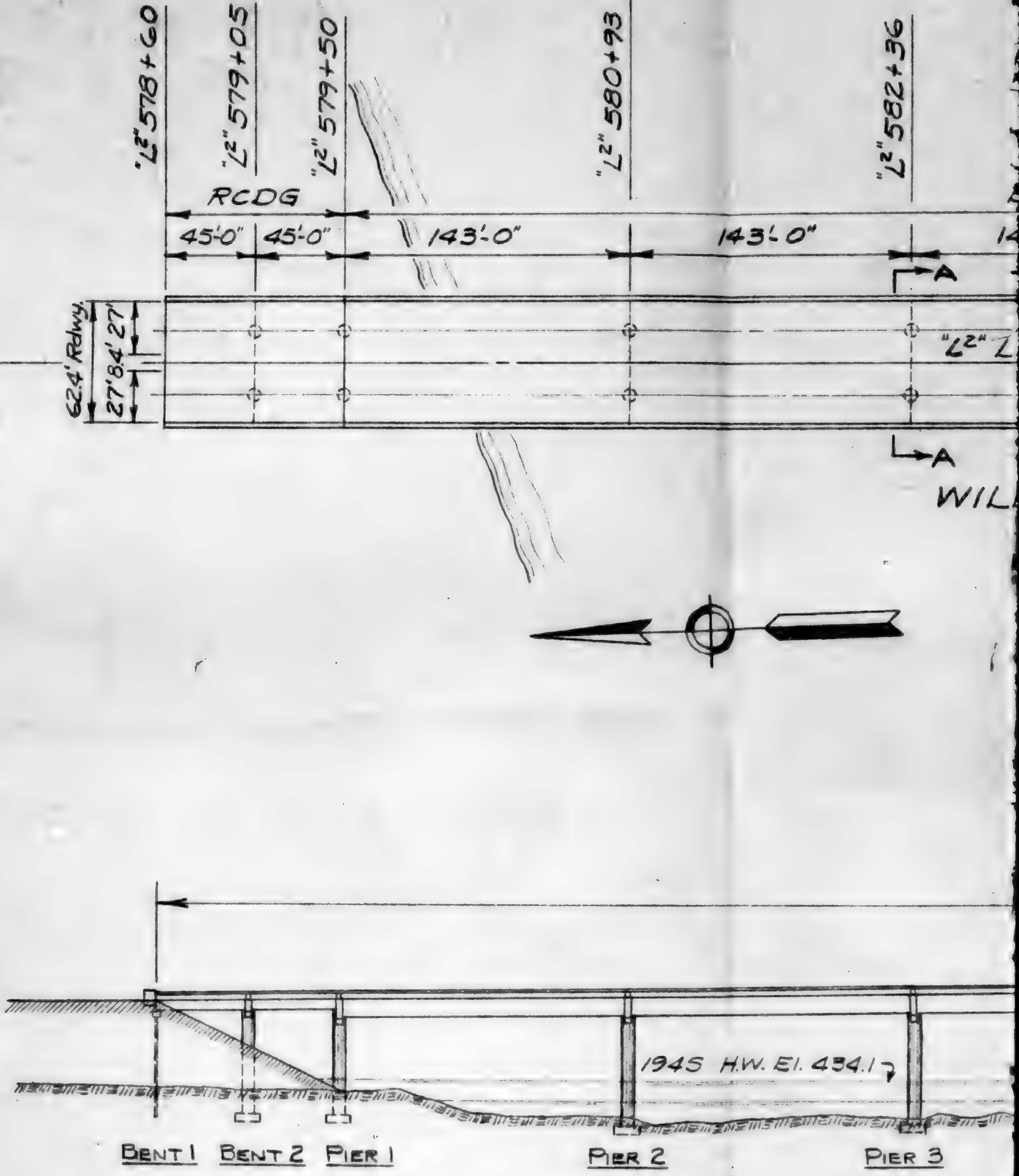
JUDKINS POINT VICINITY

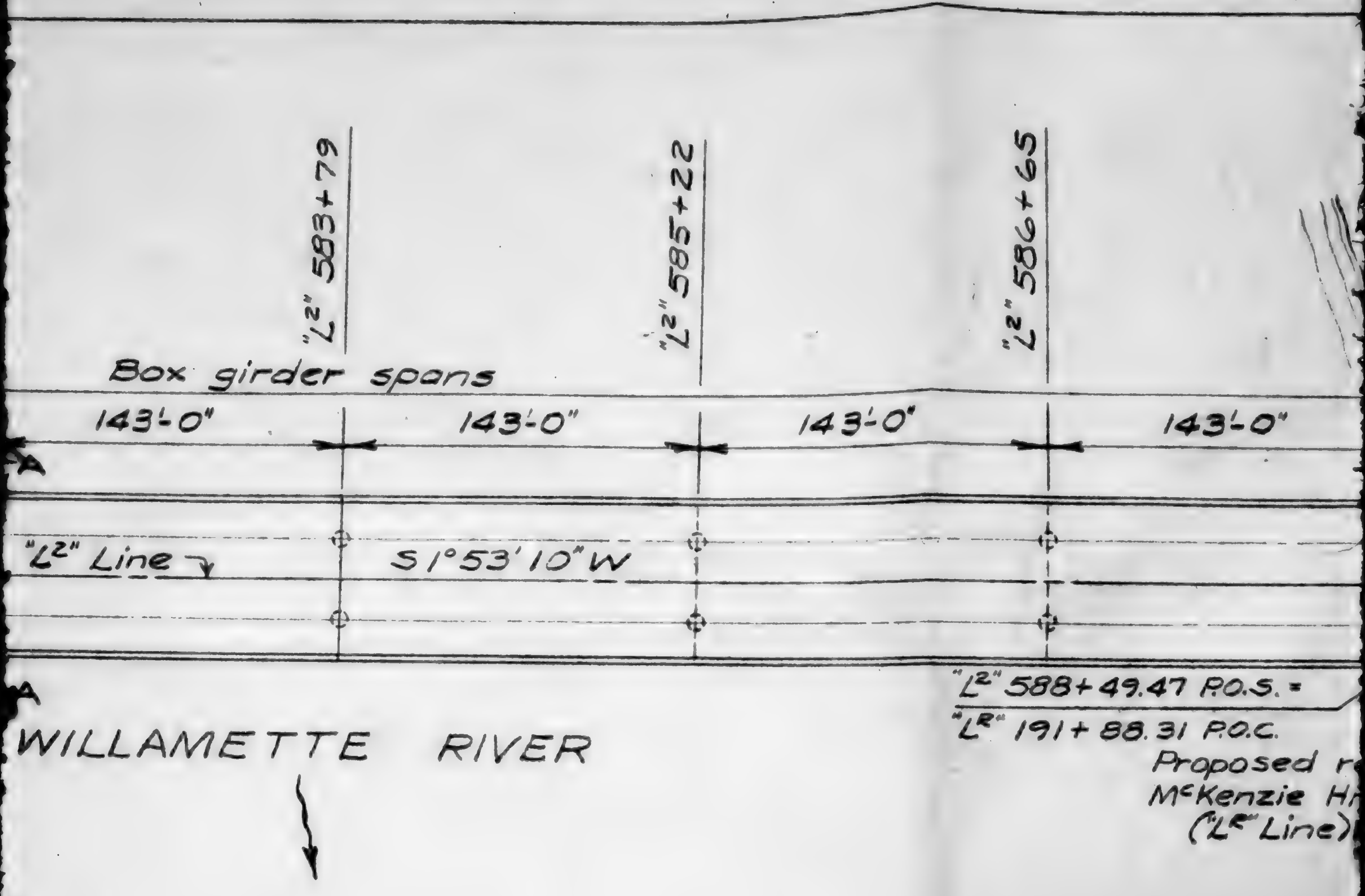
Br. #8329 Dwg. #13434

LANE COUNTY LINE - JUDKINS POINT SECTION

SCALE : 1" = 100 1953

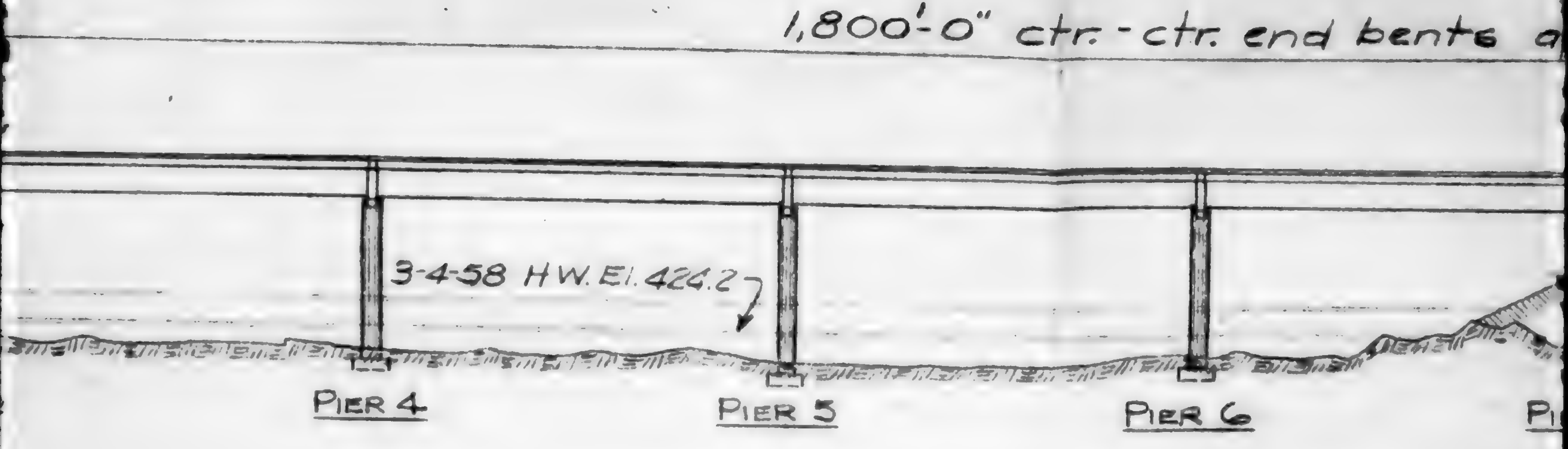
LLH


"L^2" 578+60
"L^2" 579+05
"L^2" 579+50
"L^2" 580+93
"L^2" 582+36
RCDG
45'-0"
45'-0"
143'-0"
143'-0"
14
A
A
"L^2" L
62.4' Rdwy.
27'
8.4'
27'
WIL
1945 H.W. El. 434.1
BENT 1
BENT 2
PIER 1
PIER 2
PIER 3

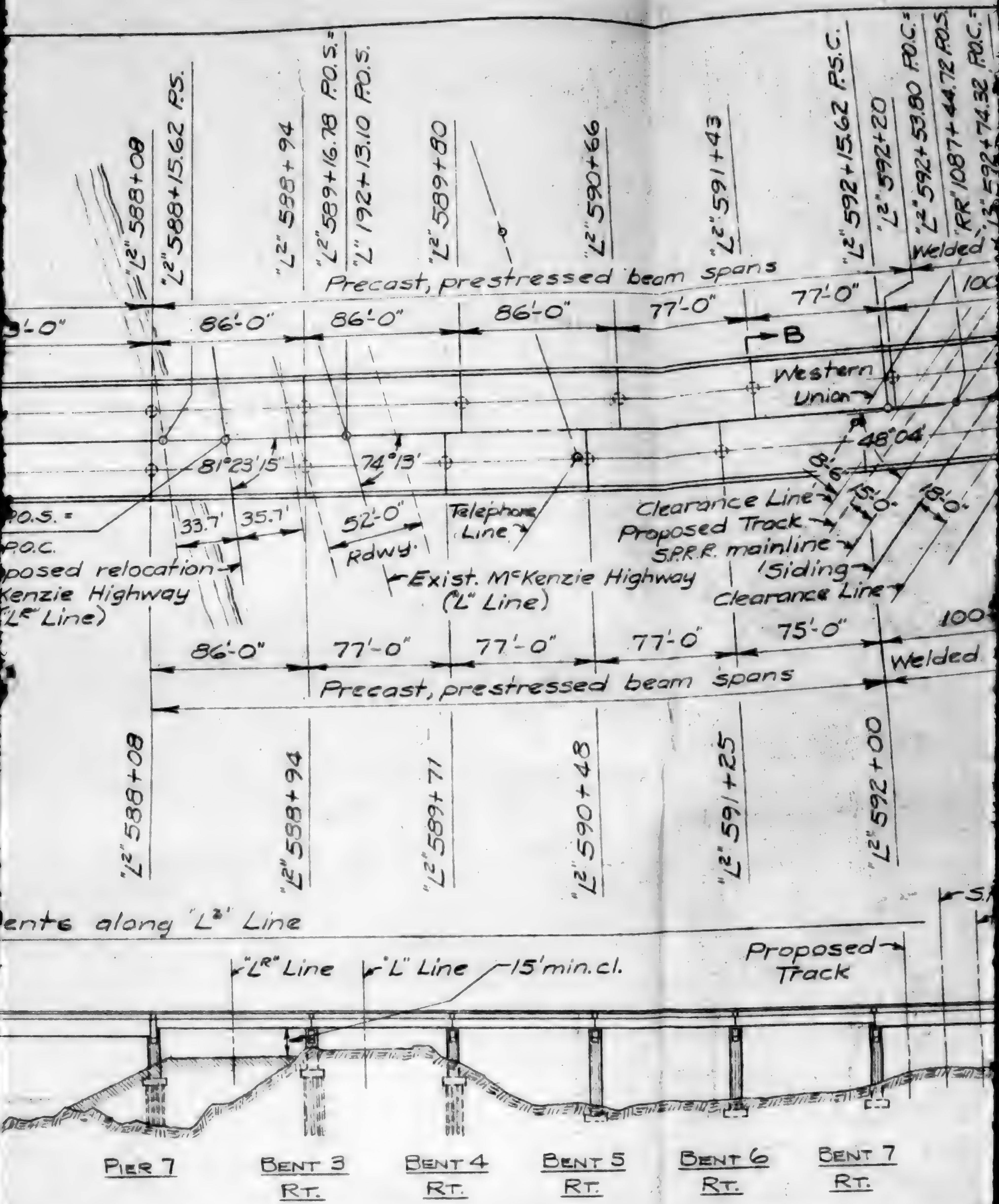

"L2" 583+79
"L2" 585+22
"L2" 586+65
Box girder spans
143'-0"
143'-0"
143'-0"
143'-0"
"L2" Line
S 1°53'10" W
"L2" 588+49.47 P.O.S. =
"LR" 191+88.31 P.O.C.
Proposed r
McKenzie Hi
("LR" Line)
WILLAMETTE RIVER

PLAN

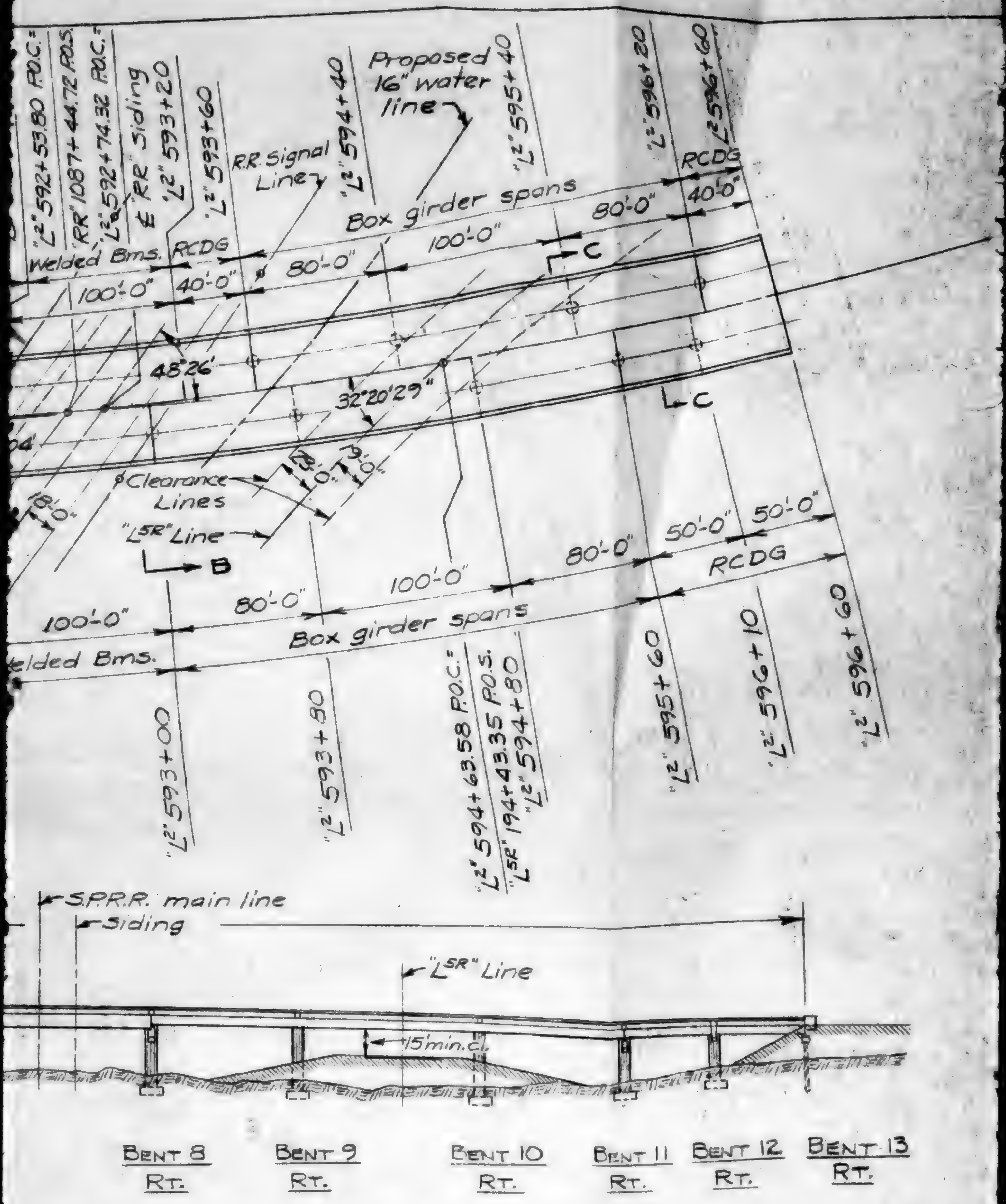
Scale: 1" = 60'-0"

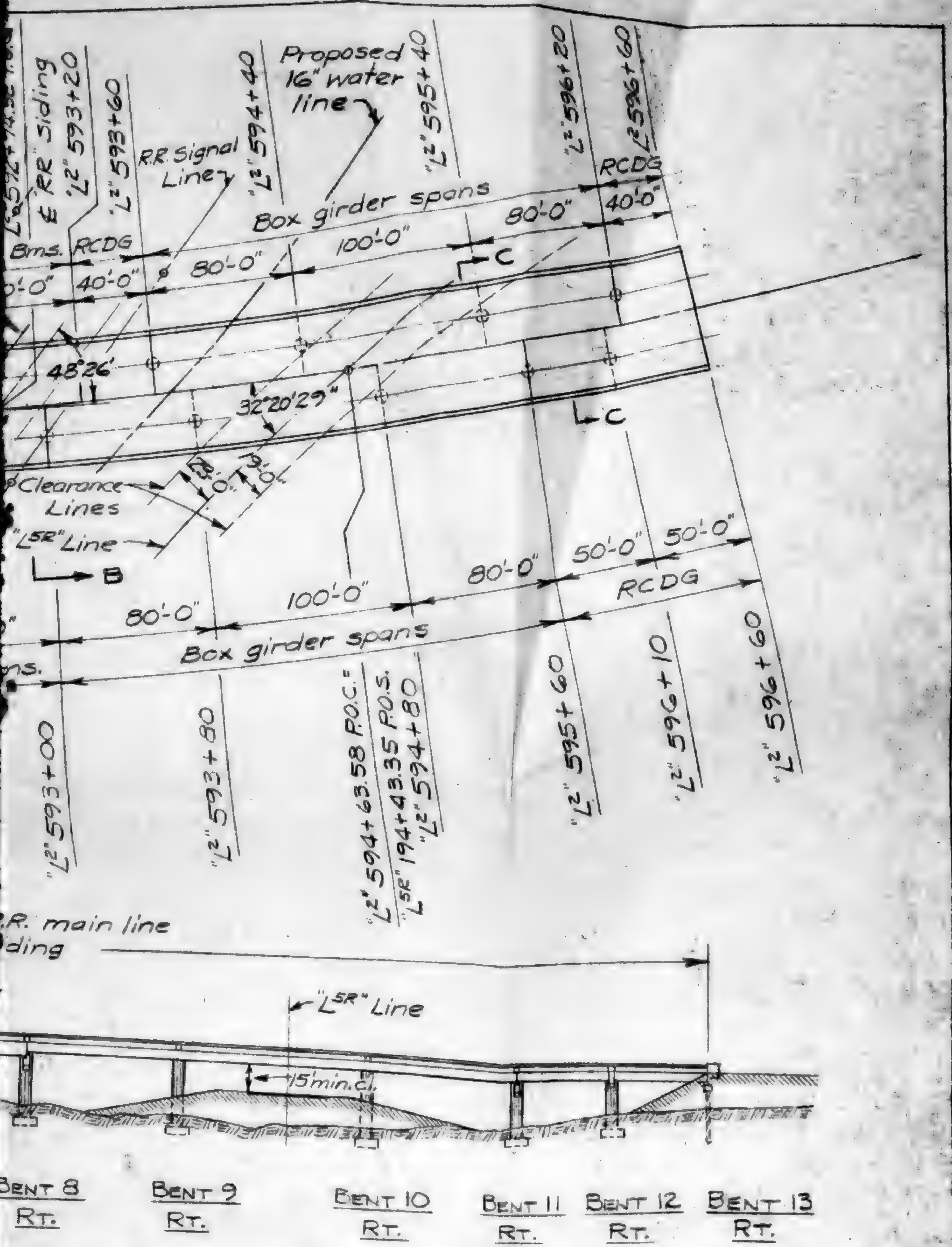

1,800'-0" ctr.-ctr. end bents a
3-4-58 H.W. El. 424.2
PIER 4
PIER 5
PIER 6
Pi

DEVELOPED WEST

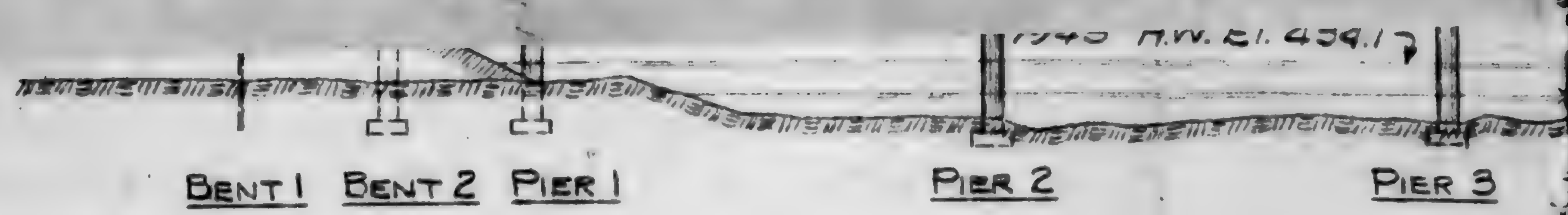

"L2" 588+08
"L2" 588+15.62 P.S.
"L2" 588+94
"L2" 589+16.78 P.O.S.=
"L" 192+13.10 P.O.S.
"L2" 589+80
"L2" 590+66
"L2" 591+43
"L2" 592+15.62 P.S.C.
"L2" 592+20
"L2" 592+53.80 P.O.C.=
"RR" 1087+44.72 P.O.S.
"L2" 592+74.32 P.O.C.=
Welded
Precast, prestressed beam spans
-0"
86'-0"
86'-0"
86'-0"
77'-0"
77'-0"
100
B
Western Union
48°04'
81°23'15"
74°13'
P.O.S. =
P.O.C.
33.7'
35.7'
52'-0"
Rdwy.
Telephone Line
8'-6"
15'-0"
18'-0"
Clearance Line
Proposed Track
S.P.R.R. mainline
Siding
Clearance Line
posed relocation
Kenzie Highway
"LR" Line)
Exist. McKenzie Highway
("L" Line)
86'-0"
77'-0"
77'-0"
77'-0"
75'-0"
100
Welded
Precast, prestressed beam spans
"L2" 588+08
"L2" 588+94
"L2" 589+71
"L2" 590+48
"L2" 591+25
"L2" 592+00
ents along "L2" Line
S.
"LR" Line
"L" Line
15' min. cl.
Proposed Track
Pier 7
Bent 3 Rt.
Bent 4 Rt.
Bent 5 Rt.
Bent 6 Rt.
Bent 7 Rt.

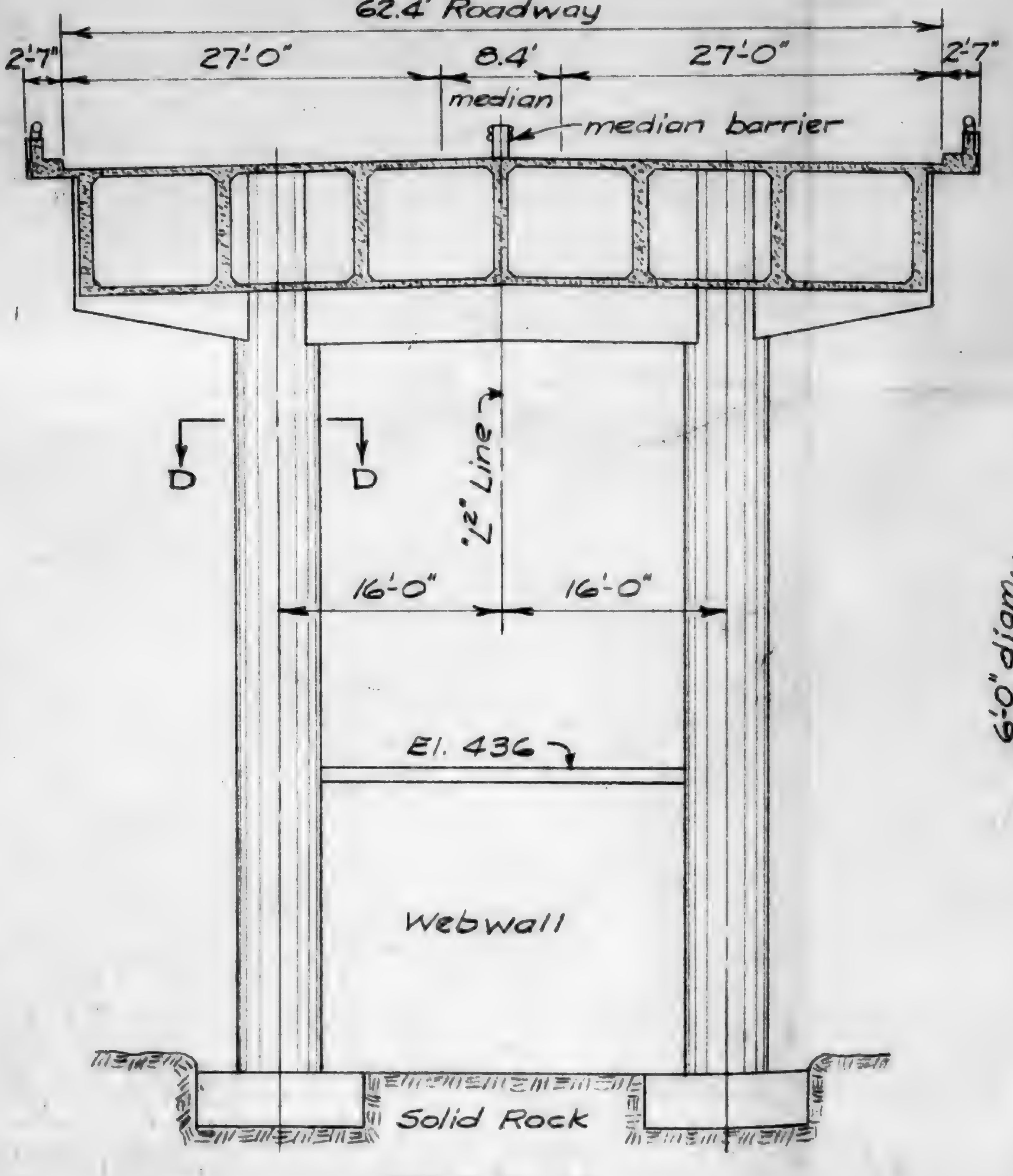
VEST ELEVATION


"L2" 592+53.80 P.O.C.=
"RR" 1087+44.72 P.O.S.
"L2" 592+74.32 P.O.C.=
℄ "RR" Siding
"L2" 593+20
"L2" 593+60
R.R. Signal Line
"L2" 594+40
Proposed 16" water line
"L2" 595+40
"L2" 596+20
"L2" 596+60
RCDG
40'-0"
80'-0"
Box girder spans
100'-0"
C
Welded Bms.
RCDG
100'-0"
40'-0"
80'-0"
48°26'
32°20'29"
C
04'
13'-0"
19'-0"
℄ Clearance Lines
18'-0"
"L5R" Line
B
50'-0"
50'-0"
80'-0"
RCDG
100'-0"
80'-0"
100'-0"
Box girder spans
elded Bms.
"L2" 593+00
"L2" 593+80
"L2" 594+63.58 P.O.C.=
"L5R" 194+43.35 P.O.S.
"L2" 594+80
"L2" 595+60
"L2" 596+10
"L2" 596+60
S.P.R.R. main line
Siding
"L5R" Line
15' min. cl.
Bent 8 Rt.
Bent 9 Rt.
Bent 10 Rt.
Bent 11 Rt.
Bent 12 Rt.
Bent 13 Rt.

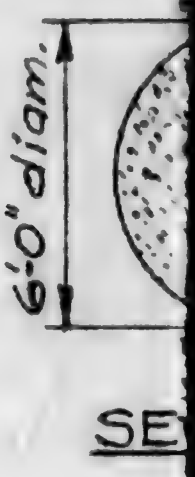


"L2" 592+14.52 ...
℄ "RR" Siding
"L2" 593+20
"L2" 593+60
R.R. Signal Line
"L2" 594+40
Proposed 16" water line
"L2" 595+40
"L2" 596+20
"L2" 596+60
RCDG
40'-0"
80'-0"
Box girder spans
100'-0"
C
Bms.
RCDG
40'-0"
80'-0"
48°26'
32°20'29"
C
Clearance Lines
28'-0"
15'-0"
"L5R" Line
B
80'-0"
100'-0"
80'-0"
50'-0"
50'-0"
RCDG
Box girder spans
"L2" 593+00
"L2" 593+80
"L2" 594+63.58 P.O.C.
"L5R" 194+43.35 P.O.S.
"L2" 594+80
"L2" 595+60
"L2" 596+10
"L2" 596+60
R.R. main line
siding
"L5R" Line
15' min. cl.
BENT 8 RT.
BENT 9 RT.
BENT 10 RT.
BENT 11 RT.
BENT 12 RT.
BENT 13 RT.

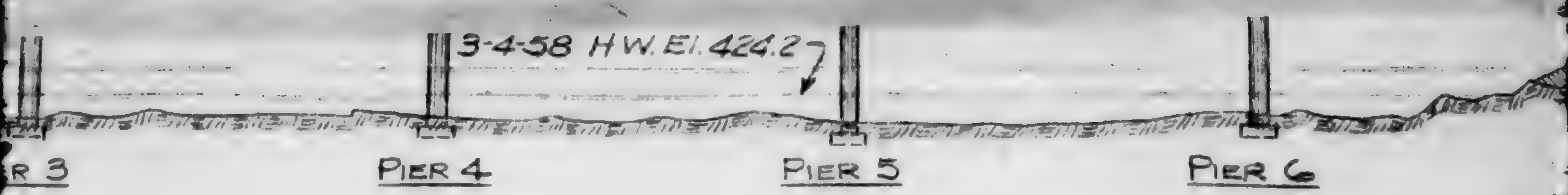

1945 H.W. El. 454.1
BENT 1
BENT 2
PIER 1
PIER 2
PIER 3


62.4' Roadway
2'-7"
27'-0"
8.4'
27'-0"
2'-7"
median
median barrier
D
D
"L2" Line
16'-0"
16'-0"
El. 436
Webwall
Solid Rock

SEC. "A-A"

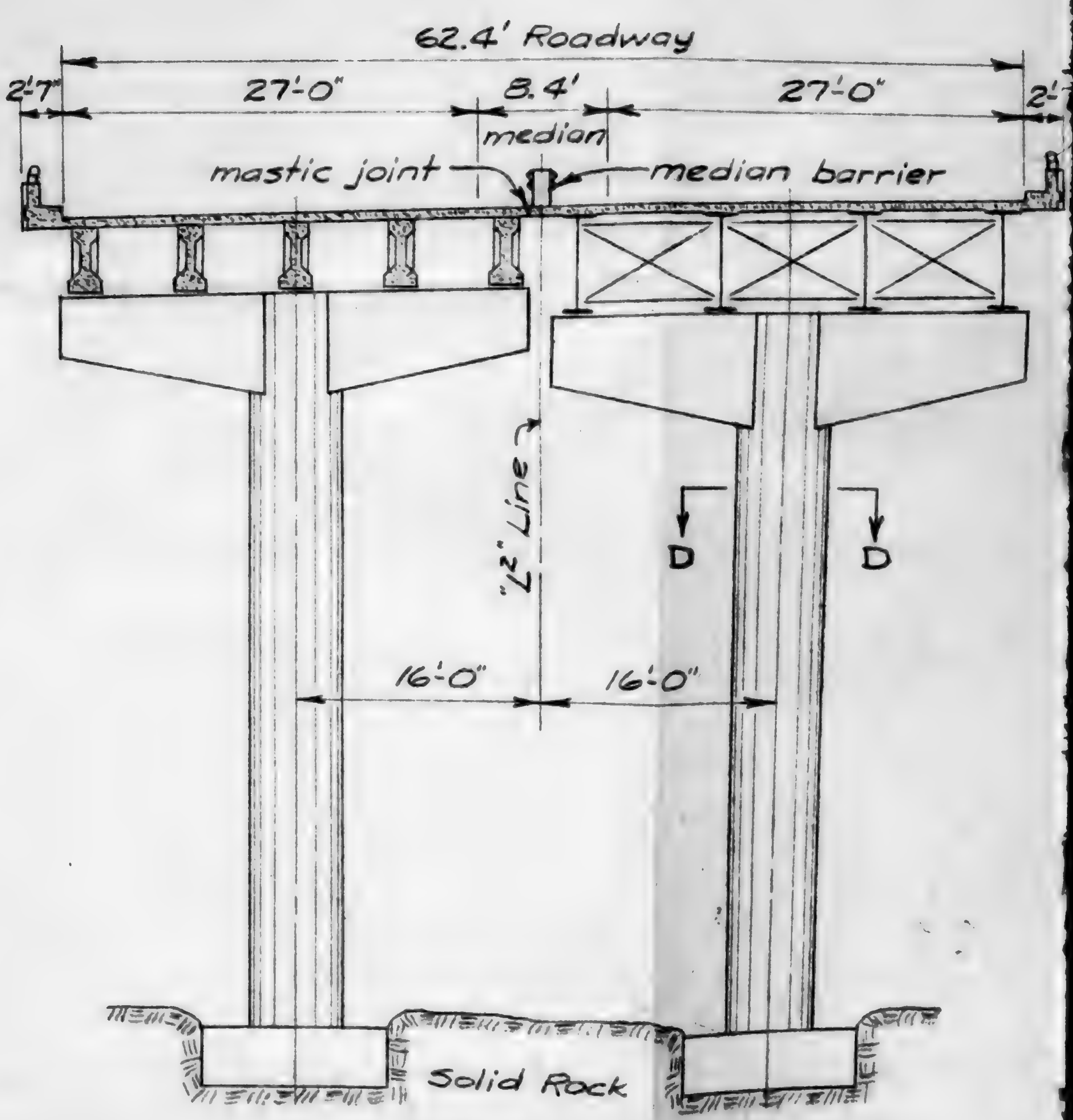

6'-0" diam.

SE

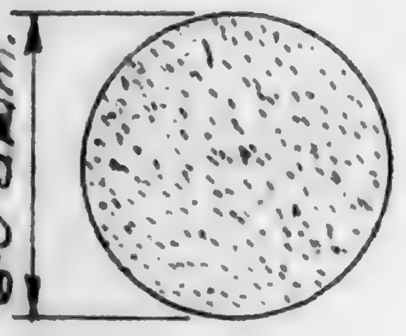

3-4-58 H.W. El. 424.2
R 3
PIER 4
PIER 5
PIER 6

DEVELOPED WES

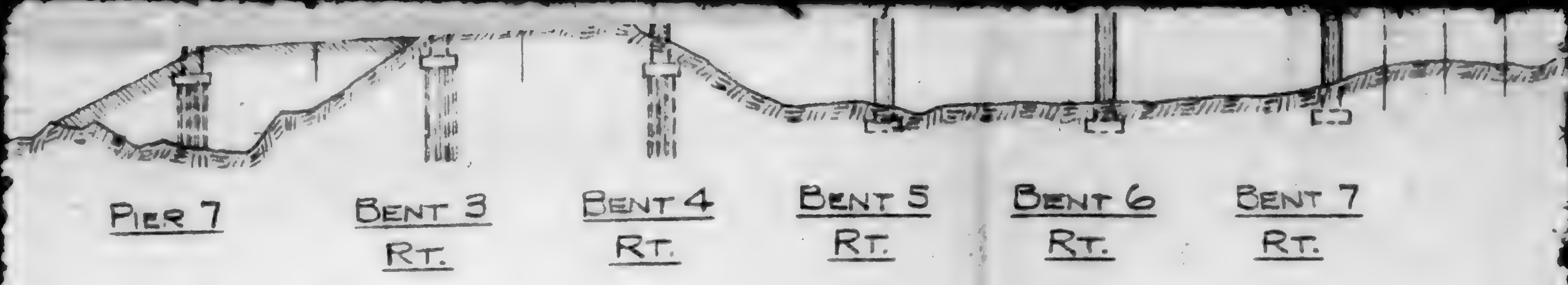
Scale: 1"=60


62.4' Roadway
2'-7"
27'-0"
8.4'
median
27'-0"
2'-
mastic joint
median barrier
"L2" Line
D
D
16'-0"
16'-0"
Solid Rock

SEC. "B-B"

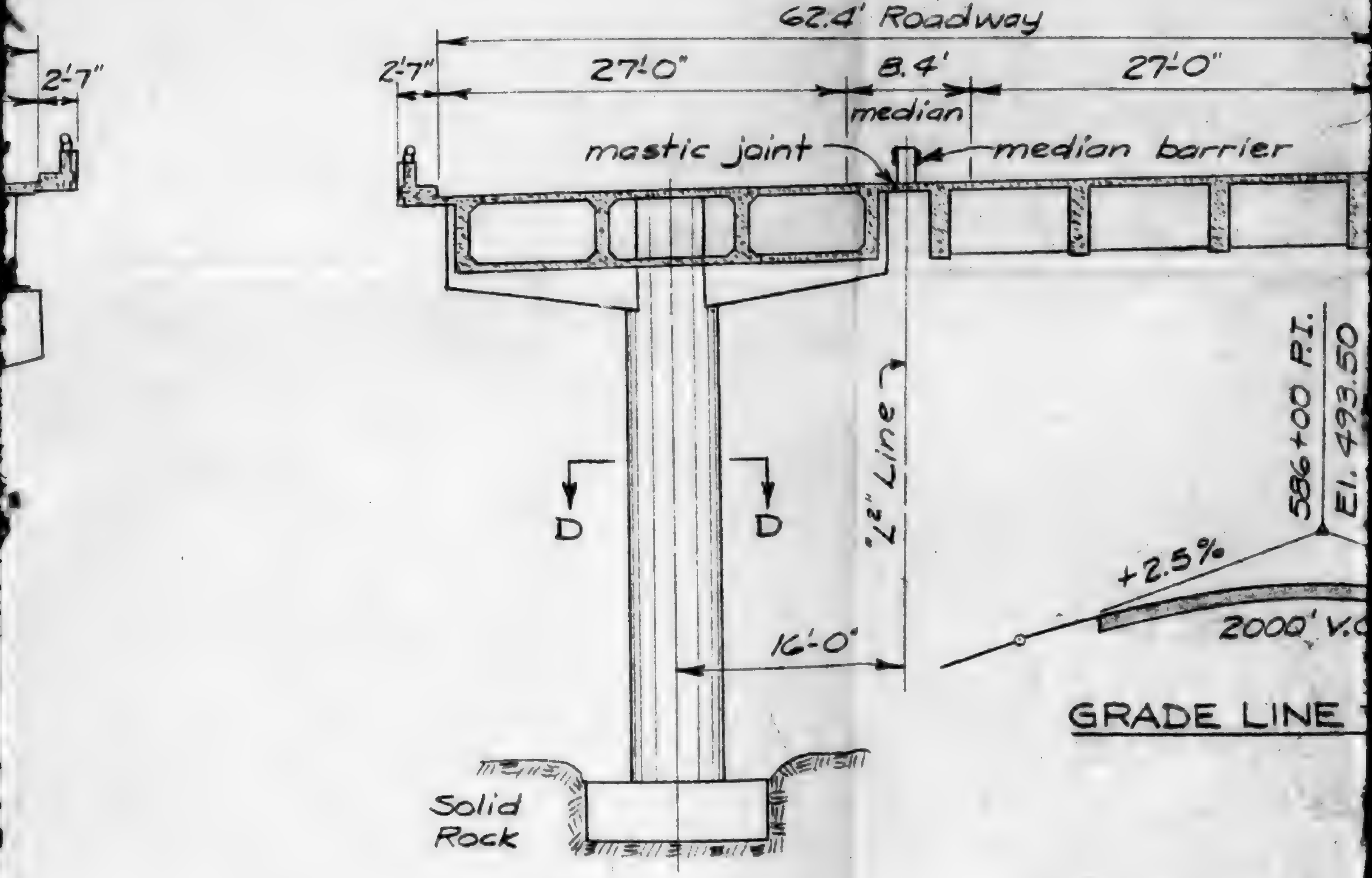


SEC. "D-D"


Pier 7
Bent 3
Rt.
Bent 4
Rt.
Bent 5
Rt.
Bent 6
Rt.
Bent 7
Rt.

ST ELEVATION

60'-0"


62.4' Roadway
2'-7"
2'-7"
27'-0"
8.4'
median
27'-0"
mastic joint
median barrier
"L2" Line
D
D
16'-0"
Solid
Rock
586+00 P.I.
El. 493.50
+2.5%
2000' V.C

SEC. "C-C"

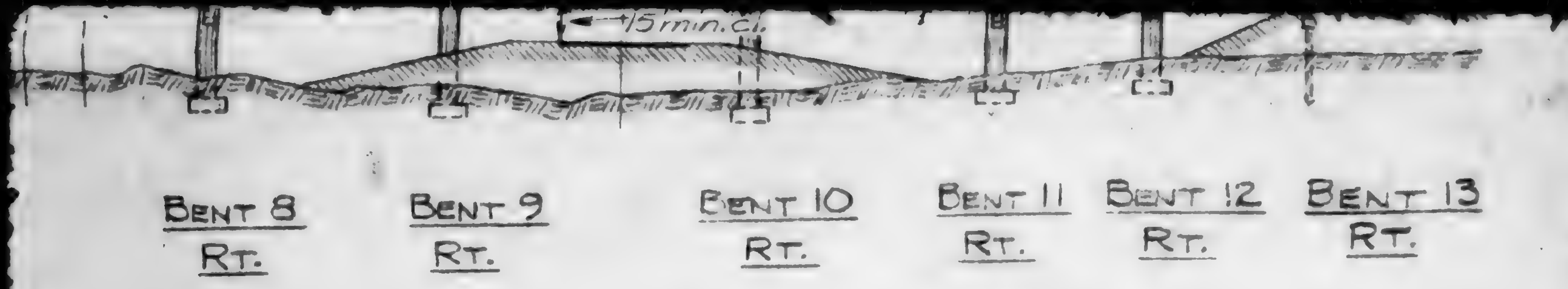
GRADE LINE

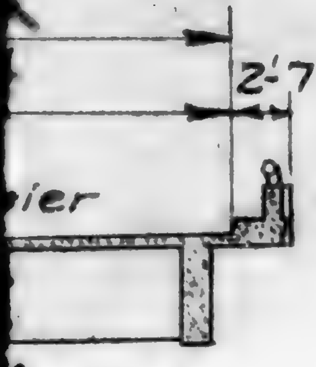
Approved:

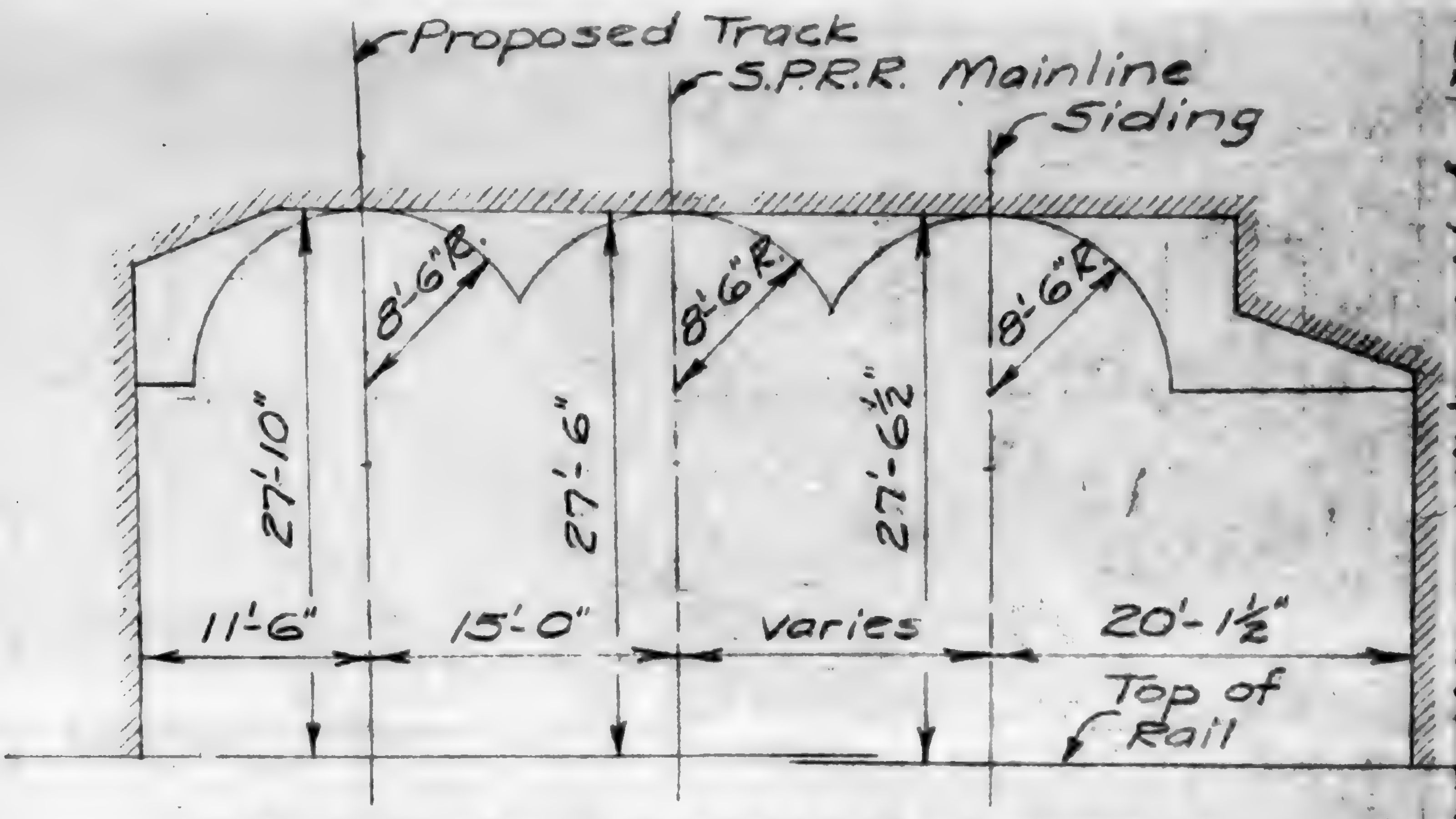
Ivan D. Merchant

Bridge Engineer

Revised, Dec. 1, 1958, J.H.W.

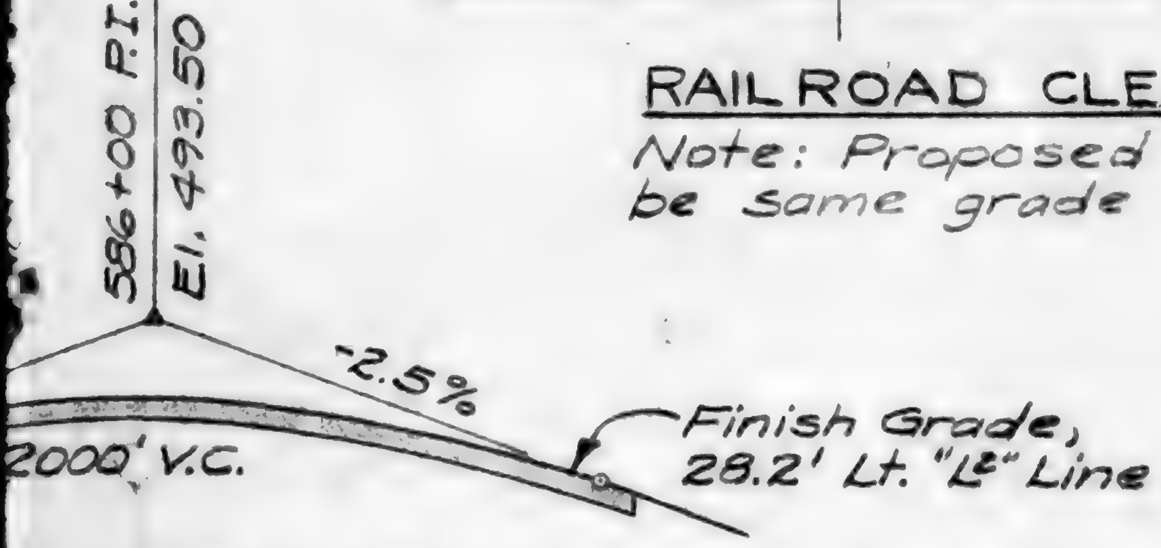

15 min. cl.
BENT 8
RT.
BENT 9
RT.
BENT 10
RT.
BENT 11
RT.
BENT 12
RT.
BENT 13
RT.




Proposed Track
S.P.R.R. Mainline
Siding
8'-6"R.
8'-6"R.
8'-6"R.
27'-10"
27'-6"
27'-6½"
11'-6"
15'-0"
Varies
20'-1½"
Top of Rail

RAILROAD CLEARANCE DIAGRAM

Note: Proposed track assumed to be same grade as mainline.


586+00 P.I.
El. 493.50
-2.5%
2000' V.C.
Finish Grade, 28.2' Lt. "L" Line

LINE DIAGRAM

OREGON
STATE HIGHWAY COMMISSION

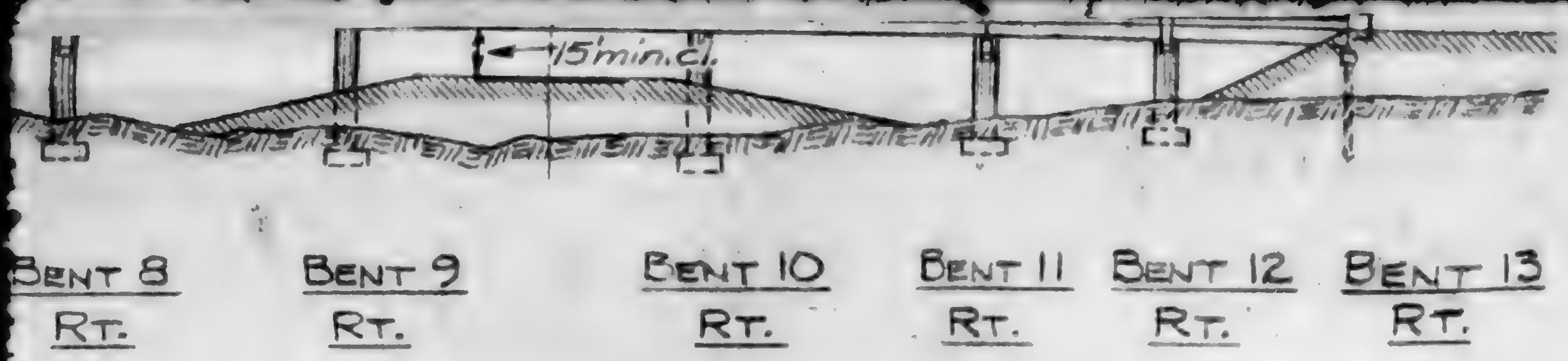
WILLAMETTE RIVER CROSSING
AT
JUDKINS POINT

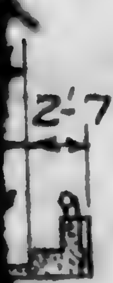
LANE COUNTY LINE - JUDKINS POINT SECTION
PACIFIC HIGHWAY - LANE COUNTY
PRELIMINARY PLAN & ELEVATION

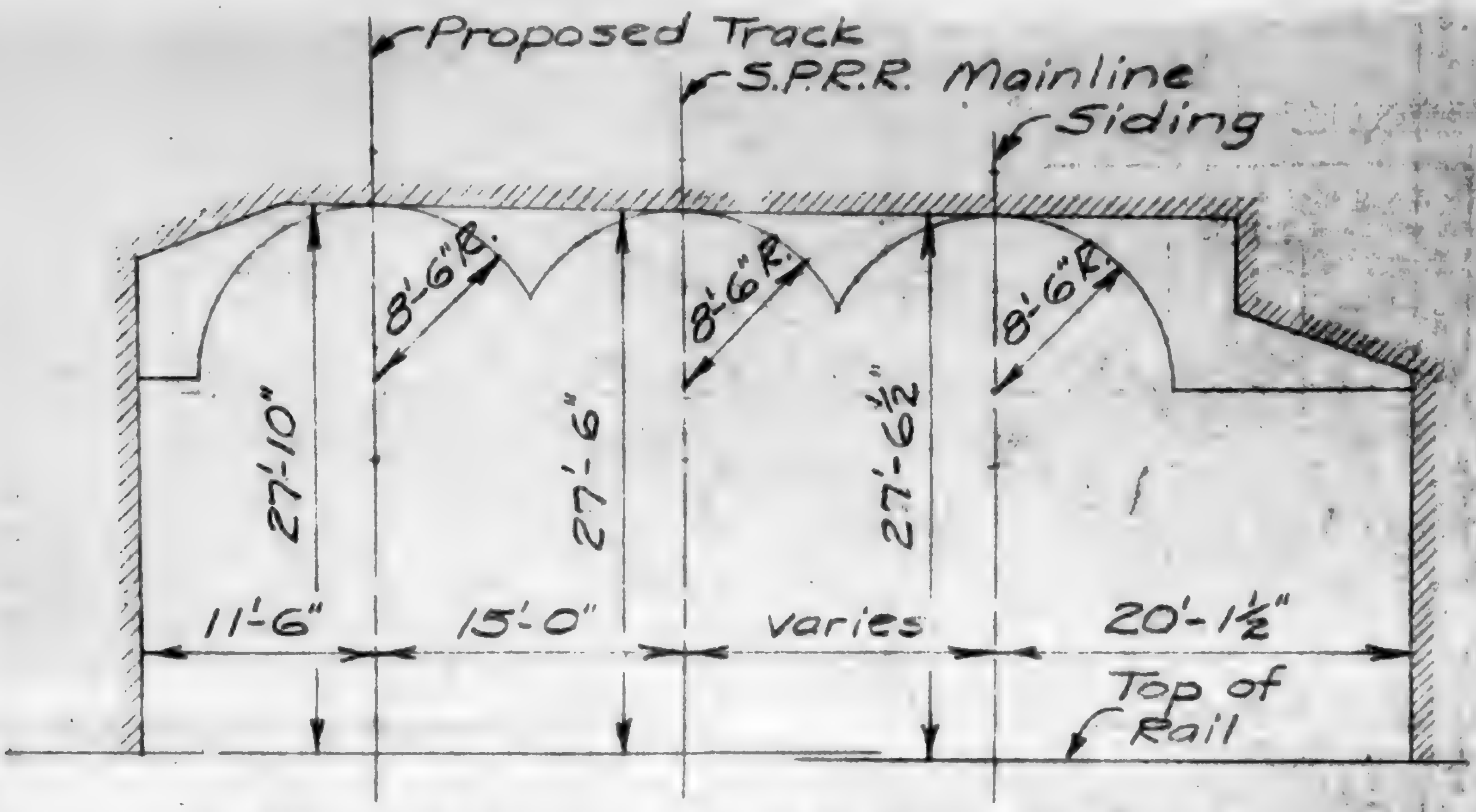
AUGUST 26, 1958
DRAWN BY J.H.W.

BRIDGE NO. 8329
DRAWING NO. 8329-

J.H.W.

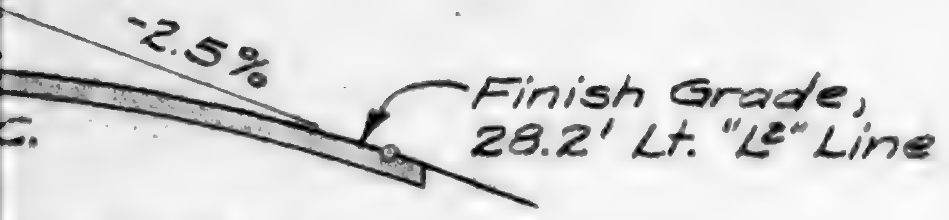

15' min. cl.
BENT 8 RT.
BENT 9 RT.
BENT 10 RT.
BENT 11 RT.
BENT 12 RT.
BENT 13 RT.




Proposed Track
S.P.R.R. Mainline
Siding
8'-6" R.
8'-6" R.
8'-6" R.
27'-10"
27'-6"
27'-6½"
11'-6"
15'-0"
varies
20'-1½"
Top of Rail

RAILROAD CLEARANCE DIAGRAM

Note: Proposed track assumed to be same grade as mainline.


-2.5%
C.
Finish Grade, 28.2' Lt. "L2" Line

DIAGRAM

OREGON
STATE HIGHWAY COMMISSION
WILLAMETTE RIVER CROSSING
AT
JUDKINS POINT
LANE COUNTY LINE - JUDKINS POINT SECTION
PACIFIC HIGHWAY - LANE COUNTY
PRELIMINARY PLAN & ELEVATION

AUGUST 26, 1958
DRAWN BY J.H.W.

BRIDGE NO. 8329
DRAWING NO. 8329-B

FORM 2-158, 5M, 10-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

I-5-4(33)193

5565

February 4, 1959

Mr. Jonel C. Hill
Public Utility Commissioner
Public Service Building
Salem, Oregon

Attention: Mr. David Don

Re: Pux 316-Relocated Judkins Point O-Xing
(McKenzie Hwy.) S.P. Co. (Lane Co.)

Dear Sir:

Herewith I hand you original and three copies of the application of the State of Oregon, by and through its State Highway Commission, to construct an overcrossing structure over and above the tracks and right of way of Southern Pacific Company and to remove an existing overcrossing structure, known as the Relocated Judkins Point Overcrossing project in Lane County, Oregon.

Two of the copies are for service upon Southern Pacific Company and one copy is for service upon Lane County.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Forrest Cooper - with copy of Petition & exhibits
Mr. G. S. Paxson ✓ - " " " " " "
Mr. Ivan D. Merchant " " " " " "
Mr. Tom Edwards - " " " " " "
Mr. Frank Morgan - " " " " " "
Mr. L. I. Lindas - " " " "

RECEIVED
FEB - 4 1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED

Pux 316

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the Matter of the Application of the STATE OF OREGON, by and through its State Highway Commission, to construct an overcrossing structure over and above the tracks and right of way of Southern Pacific Company and to remove an existing overcrossing structure, known as the RELOCATED JUDKINS POINT OVERCROSSING project (McKenzie Highway) in the southeast quarter (SE¼) of Section 33, Township 17 South, Range 3 West, W.M., in Lane County, Oregon.

PETITION

No.________

The petitioner herein respectfully represents:

I

That the name and address of your petitioner are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon.

II

That this petition is made under the authority of ORS Title 31.

III

That heretofore under the authority of Order No. 10334, Docket F-1997, issued March 9, 1941, petitioner constructed an overcrossing structure over and across the tracks and right of way of Southern Pacific Company on the Pacific Highway (now McKenzie Highway).

That the said structure has outlived its useful and safe life and it now is desired to construct a relocated structure approximately 150 feet northwesterly therefrom and to remove and salvage materials from the existing structure as shown by Drawings 14077 and 6099B-A attached hereto and by this reference made a part hereof.

IV

That the construction of the proposed overcrossing structure is necessary and proper for the service, accommodation and convenience of the public in that a crossing at grade at said point would not be in the interest of safety either on the highway or on the railroad.

V

That the estimated daily traffic on the proposed structure upon the completion thereof will be a daily average of 18,000 vehicles, with anticipated normal annual increases and that the estimated traffic on the railroad is 35 train movements per day.

VI

That the grade approaching the proposed structure from the northwest is an ascending grade of 2.14 percent and the grade approaching the proposed structure from the southeast is an ascending grade of 3.42 percent, which grades are connected by a vertical curve 1,200 feet in length.

VII

That the petitioner proposes that the construction and maintenance of the project be handled and the costs thereof borne as follows:

THINGS TO BE DONE BY STATE:

(a) Prepare plans and specifications and award a contract or contracts for the construction of the proposed project and supervise the construction thereof, including removal of the existing structure and the salvaging of materials therein for the use and benefit of petitioner.

(b) Finance the construction of the project, without participation therein from funds of Railroad Company, from State and Federal highway funds, including reimbursement to Railroad Company for the necessary expenses incurred in connection therewith which are reimbursable under and not prohibited by the terms of Policy and Procedure Memorandum No. 30-3, issued by the Public Roads Administration and amendments thereof and supplements thereto.

(c) After construction maintain the said structure with its approaches and other highway facilities.

THINGS TO BE DONE BY RAILROAD COMPANY:

(a) Subject to reimbursement, rearrange its signal and telegraph system to safeguard their operation during construction and reinstall the same in permanent locations after the completion of the project.

(b) Subject to reimbursement, furnish such watchmen and flagmen services as may be necessary and required to safeguard railroad operations during the construction of the project.

(c) Subject to reimbursement, move and thereafter reinstall such right of way fences as may be necessary for construction of the project.

(d) Subject to reimbursement, install and thereafter remove such telltales as may be necessary for the protection of railroad traffic.

(e) At its own cost and expense, maintain the railroad line with its appurtenances and facilities as heretofore.

VIII

That it is not anticipated that during the construction of the proposed structure or the removing of the existing structure there will be any impairment of vertical or horizontal clearances in violation of PUC Order 30600.

IX

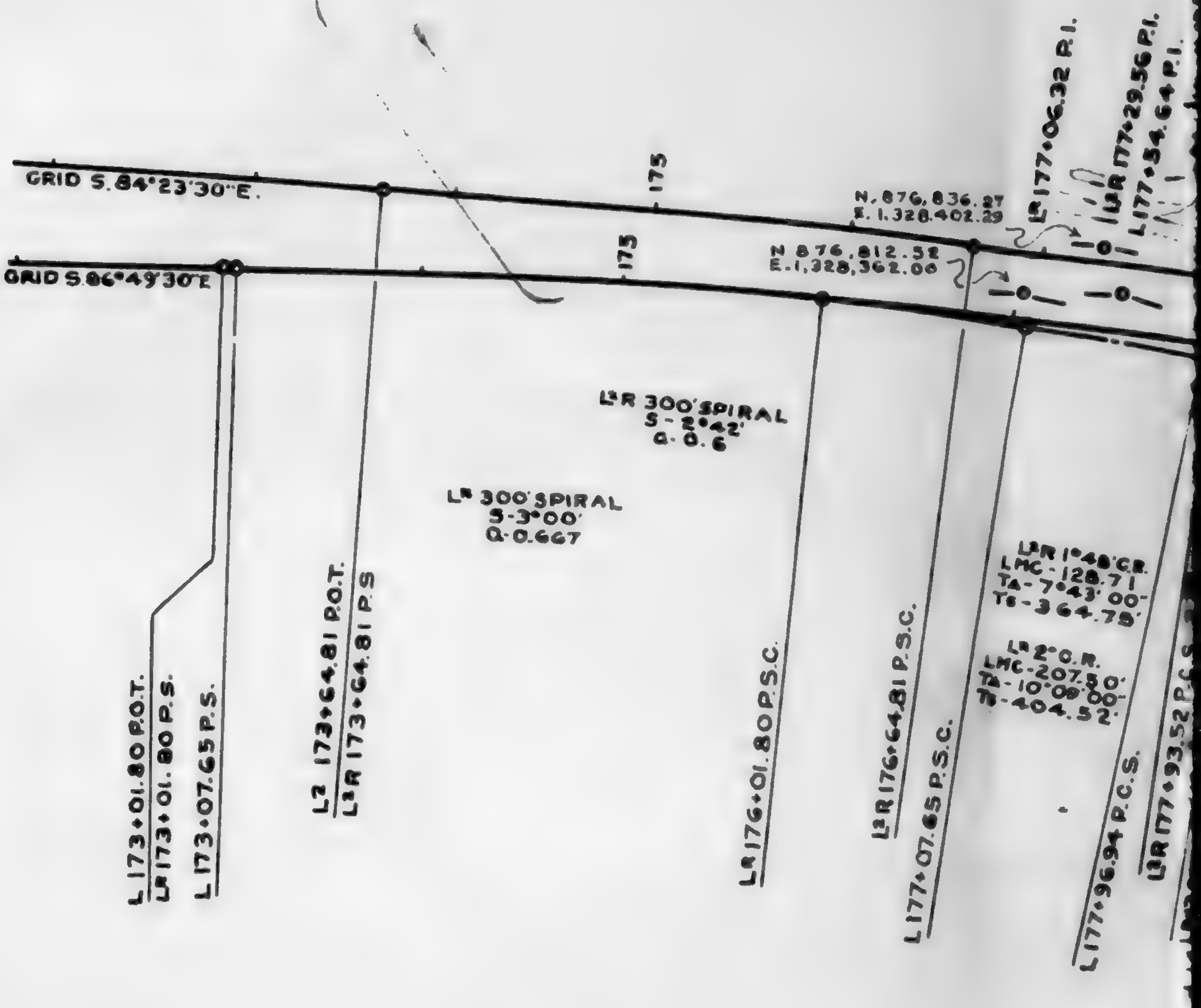
That the said construction is in the Southeast quarter (SE¼) of Section 33, Township 17 South, Range 3 West, W.M., in Lane County, Oregon.

WHEREFORE, petitioner prays for an order authorizing the construction of the proposed structure and removal of the existing structure in accordance herewith and for such further order or orders as may be required.

Dated at Salem, Oregon, this 4th day of February, 1959.

STATE OF OREGON, by and through its
State Highway Commission
L. I. LINDAS
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By J. W. DeSOUZA
J. W. DeSouza-Assistant Counsel for
the State Highway Commission


GRID S.84°23'30"E.
GRID S.86°49'30"E.
175
175
N.876,836.27
E.1,328,402.29
N.876,812.52
E.1,328,362.00
L2R 177+06.32 P.I.
L2R 177+29.56 P.I.
L 177+54.64 P.I.
L2R 300' SPIRAL
S-2°42'
Q-0.6
LR 300' SPIRAL
S-3°00'
Q-0.667
L2R 1°48' C.R.
LMC-128.71
TA-7°43'00"
TS-364.75'
L2 2° C.R.
LMC-207.50'
TA-10°09'00"
TS-404.52'
L 173+01.80 P.O.T.
LR 173+01.80 P.S.
L 173+07.65 P.S.
L2 173+64.81 P.O.T.
L2R 173+64.81 P.S
LR 176+01.80 P.S.C.
L2R 176+64.81 P.S.C.
L 177+07.65 P.S.C.
L 177+96.94 P.C.S.
L2R 177+93.52 P.C.S.

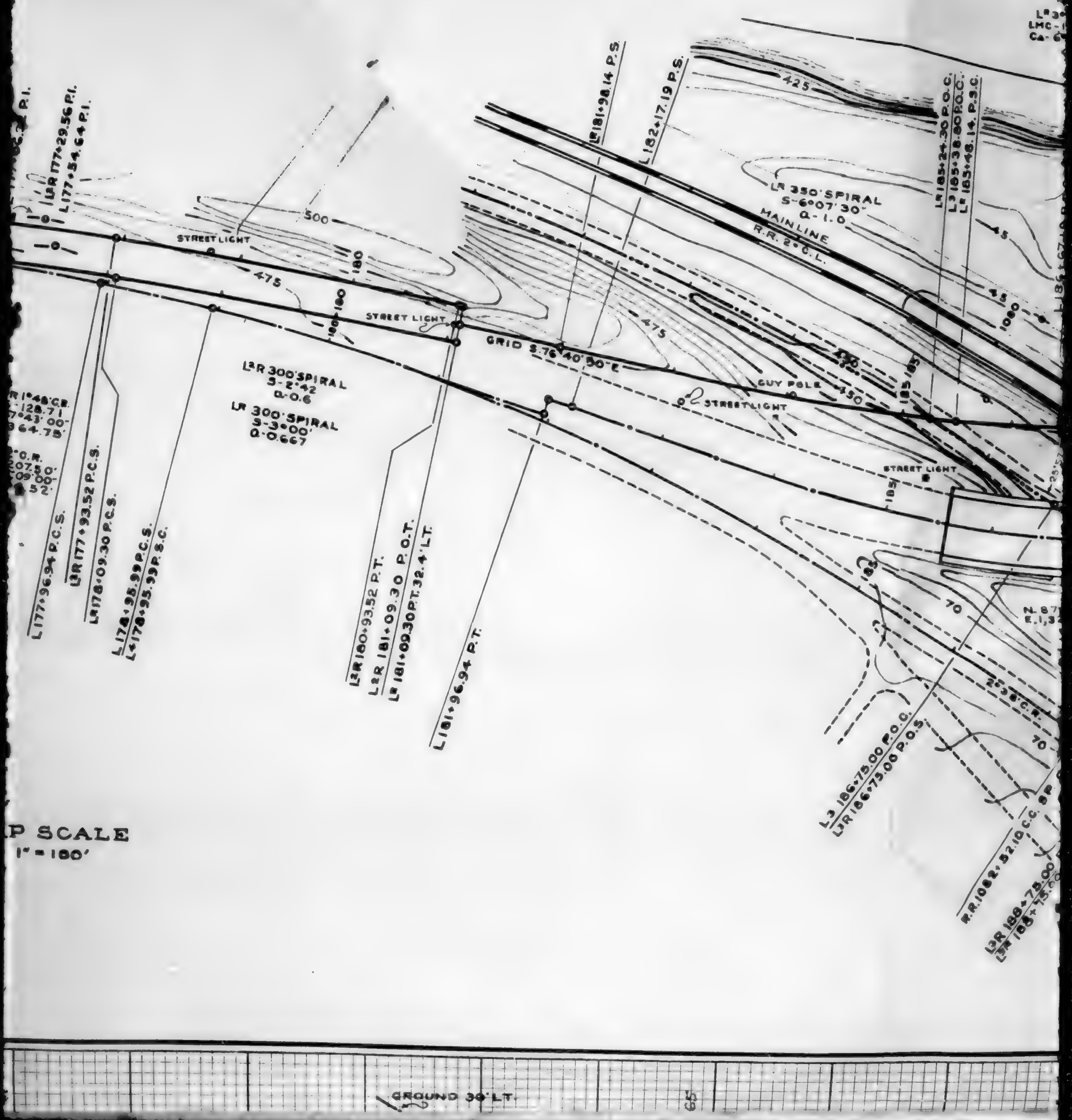
MAP SCA
1" = 100

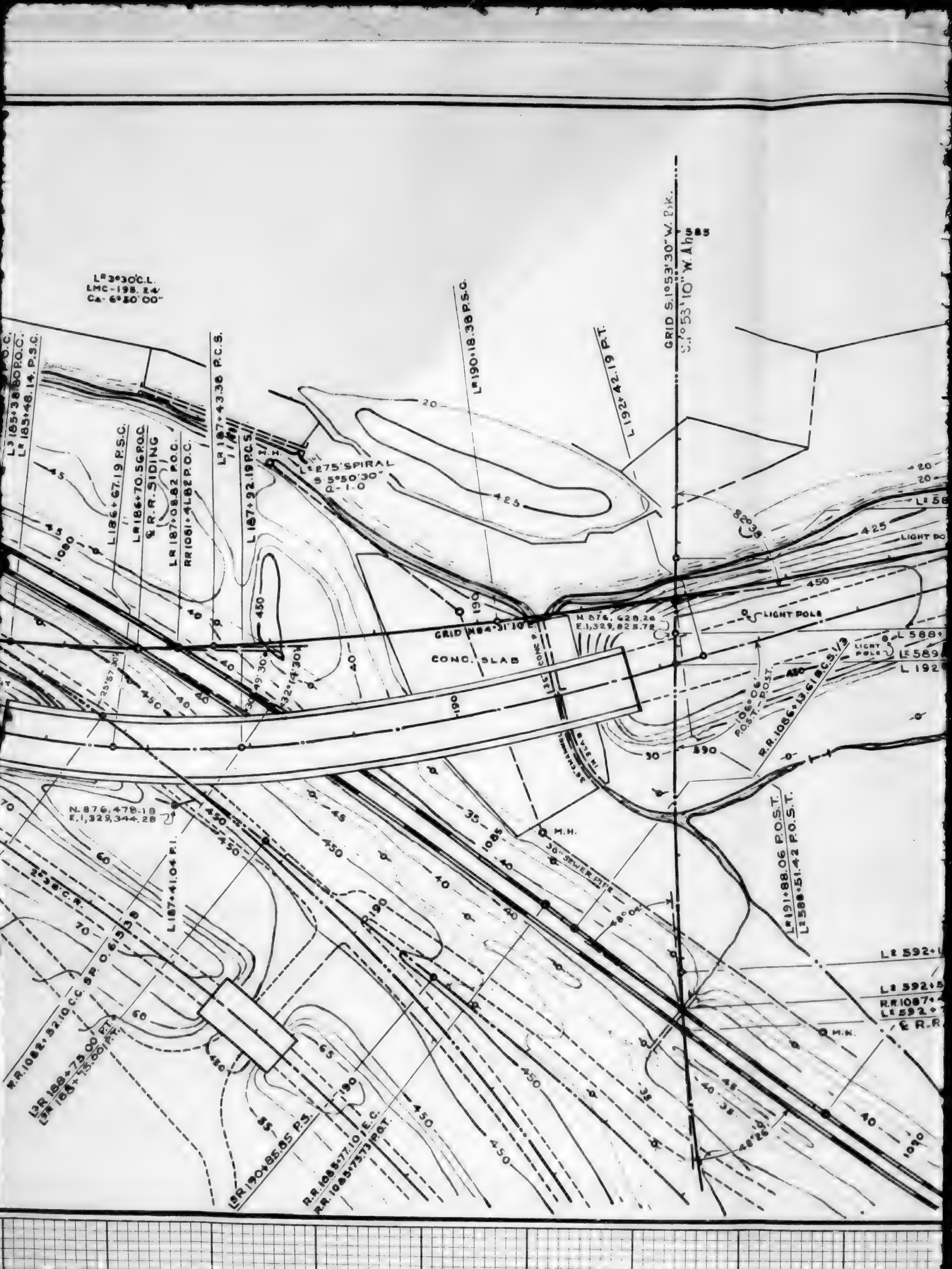
FINAL SURVEY

SURVEYED	BY	DATE
PLOTTED		
TEMPLATE		
AREAS		
AREAS CHECKED		

NOTE BOOK

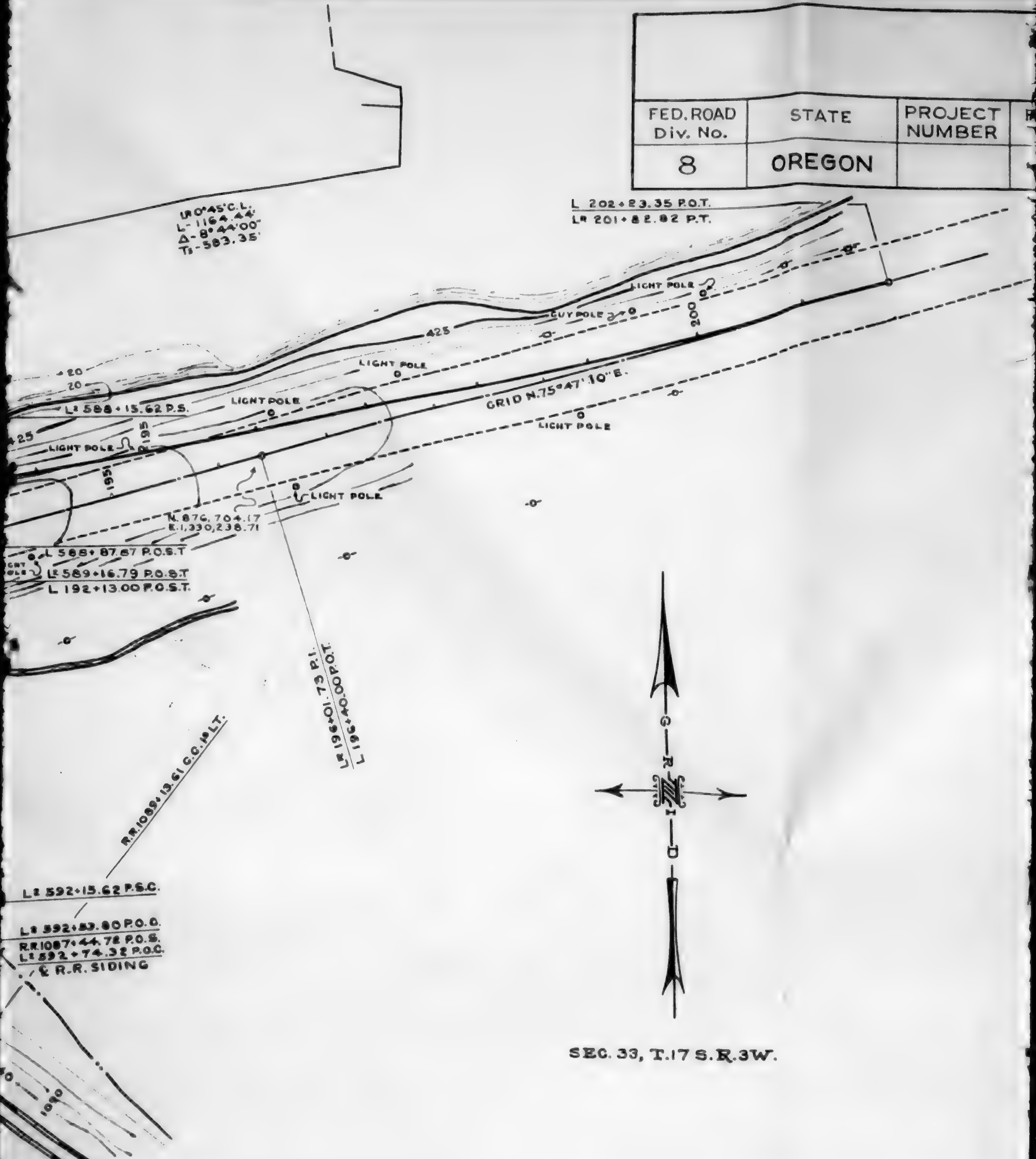
NO.


L²R 177+29.56 P.I.
L 177+54.64 P.I.
STREET LIGHT
500
475
180
STREET LIGHT
L²R 300' SPIRAL
S-2°42'
Q-0.6
Lᴿ 300' SPIRAL
S-3°00'
Q-0.667
R 1°48' C.R.
128.71
7°43' 00"
364.75
°C.R.
207.50
09' 00"
52
L 177+96.94 P.C.S.
L²R 177+93.52 P.C.S.
Lᴿ 178+09.30 P.C.S.
L 178+95.99 P.C.S.
L 178+95.99 P.S.C.
L²R 180+93.52 P.T.
L²R 181+09.30 P.O.T.
Lᴿ 181+09.30 PT. 32.4' LT.
L 181+96.94 P.T.
GRID S.76°40'50"E
Lᴿ 181+98.14 P.S.
L 182+17.19 P.S.
425
Lᴿ 350' SPIRAL
S-6°07'30"
Q-1.0
MAINLINE
R.R. 2° C.L.
Lᴿ 185+24.30 P.O.C.
L³ 185+38.80 P.O.C.
Lᴿ 185+48.14 P.S.C.
475
450
GUY POLE
STREETLIGHT
45
1080
185
STREET LIGHT
70
N. 87
E. 1,3
2°38' C.R.
L3 186+75.00 P.O.C.
L3R 186+75.00 P.O.S.
R.R. 1082+52.10 C.C.
L3R 188+75.00
L³ 188+75.00
Lᴿ 3
LMC
Ca
P SCALE
1" = 100'
GROUND 30' LT.
65



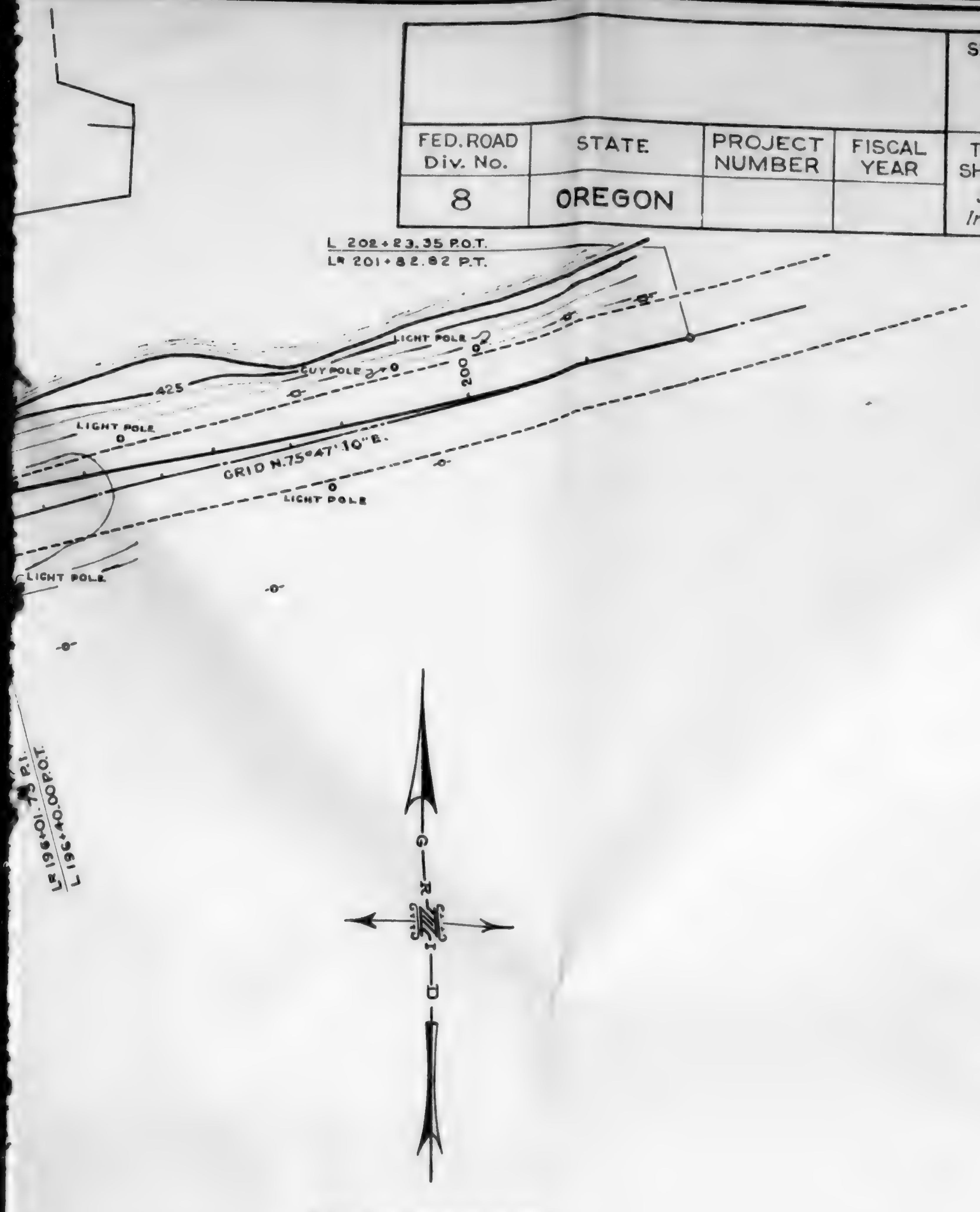
L^R 3°30'C.L.
LMC-195.24'
CΔ-6°50'00"
L^3 185+38.80 P.O.C.
L^R 185+48.14 P.S.C.
L 186+67.19 P.S.C.
L^R 186+70.56 P.O.C.
℄ R.R. SIDING
L^R 187+08.82 P.O.C.
RR 1081+41.82 P.O.C.
L^R 187+43.38 P.C.S.
L 187+92.19 P.C.S.
L^R 275' SPIRAL
S-5°50'30"
a-1.0
L^R 190+18.38 P.S.C.
L 192+42.19 P.T.
GRID S.1°53'30" W. Bk.
S.1°53'10" W. Ahd.
585
82°38'
LIGHT POLE
N. 876,628.26
E. 1,329,825.72
GRID N84°31'10"E
CONC. SLAB
CONC.
L 588+
L^2 589
L 192
R.R. 1086+13.61 B.C.S.1/3
106+06 P.O.S.T.
P.O.S.T.
L^R 191+88.06 P.O.S.T.
L^2 588+51.42 P.O.S.T.
N. 876,478.18
E. 1,329,344.28
L 187+41.04 P.I.
25°38' C.R.
R.R. 1082+52.10 C.C. SP. 0.615
L^3R 188+75.00 P.T.
L^3R 188+75.00 P.T.
L^R 190+85.85 P.S.
R.R. 1085+77.10 E.C.
R.R. 1085+73.73 P.O.T.
30" SEWER PIPE
M.H.
L^2 592+
L^2 592+5
R.R. 1087+
L^2 592+
℄ R.R.
1080
1085
1090
425
450
20
40
45
60
65
70
35
30
190
390

FED. ROAD Div. No.	STATE	PROJECT NUMBER
8	OREGON	


L 202+23.35 P.O.T.
LR 201+82.82 P.T.
LR 0°45' C.L.
L-1164.44'
Δ-8°44'00"
Ts-583.35'
LIGHT POLE
GUY POLE
425
200
20
20
LIGHT POLE
L2 588+15.62 P.S.
LIGHT POLE
25
LIGHT POLE
195
195
GRID N.75°47'10"E.
LIGHT POLE
LIGHT POLE
N. 876,704.17
E. 1,330,238.71
L 588+87.67 P.O.S.T
L2 589+16.79 P.O.S.T
L 192+13.00 P.O.S.T.
LR 196+01.73 P.I.
L 196+40.00 P.O.T.
R.R. 1089+13.61 C.C. 10 LT.
L2 592+15.62 P.S.C.
L2 592+53.80 P.O.C.
R.R. 1087+44.78 P.O.S.
L2 592+74.32 P.O.C.
℄ R.R. SIDING
1090
G R I D

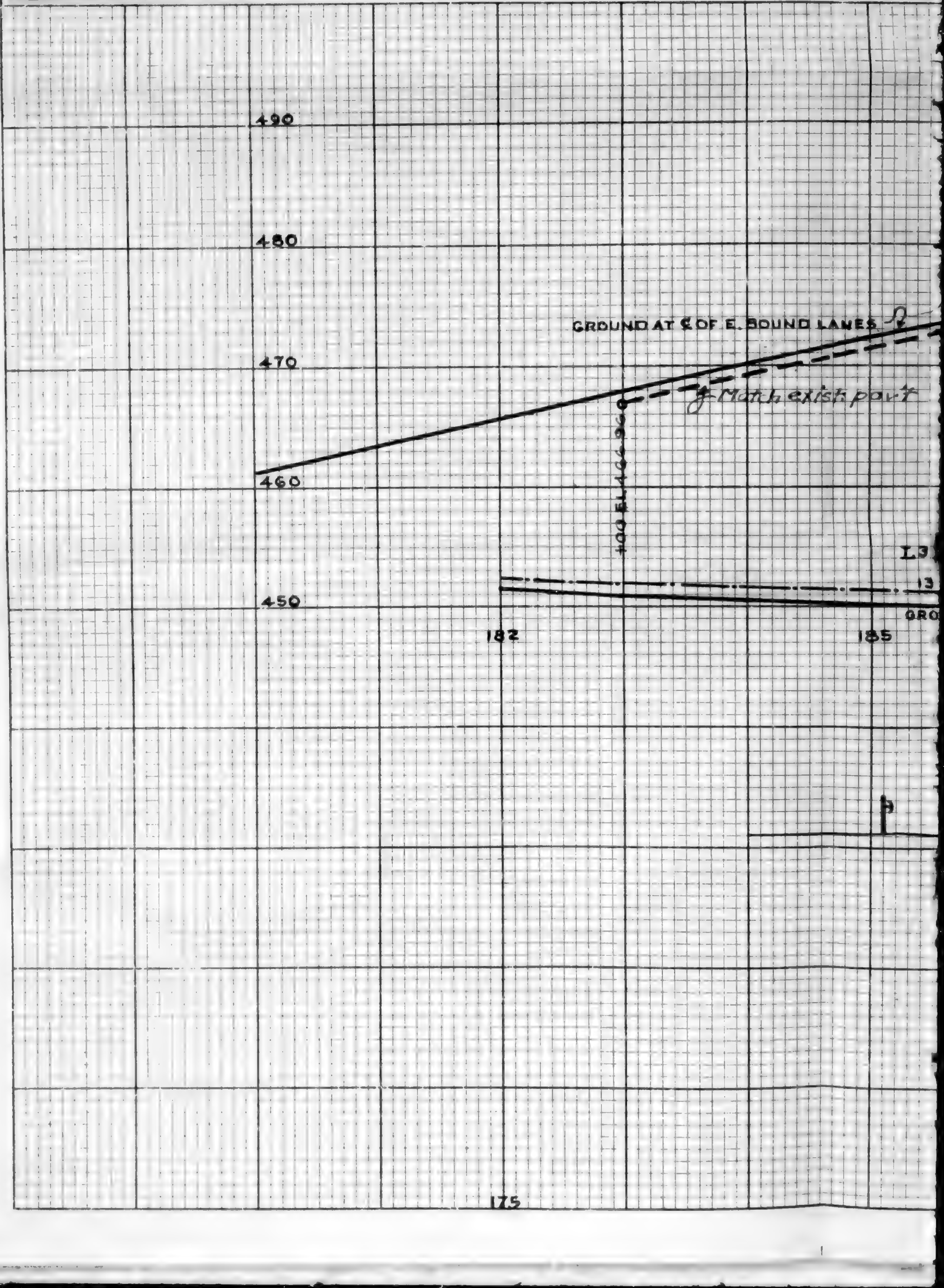
SEC. 33, T. 17 S. R. 3 W.

				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			*See Index*


L 202+23.35 P.O.T.
LR 201+82.82 P.T.
LIGHT POLE
GUY POLE
425
200
LIGHT POLE
GRID N.75°47'10"E.
LIGHT POLE
LIGHT POLE
LR 196+01.75 P.I.
L 196+40.00 P.O.T.
G R I D

SEC. 33, T.17 S. R.3W.

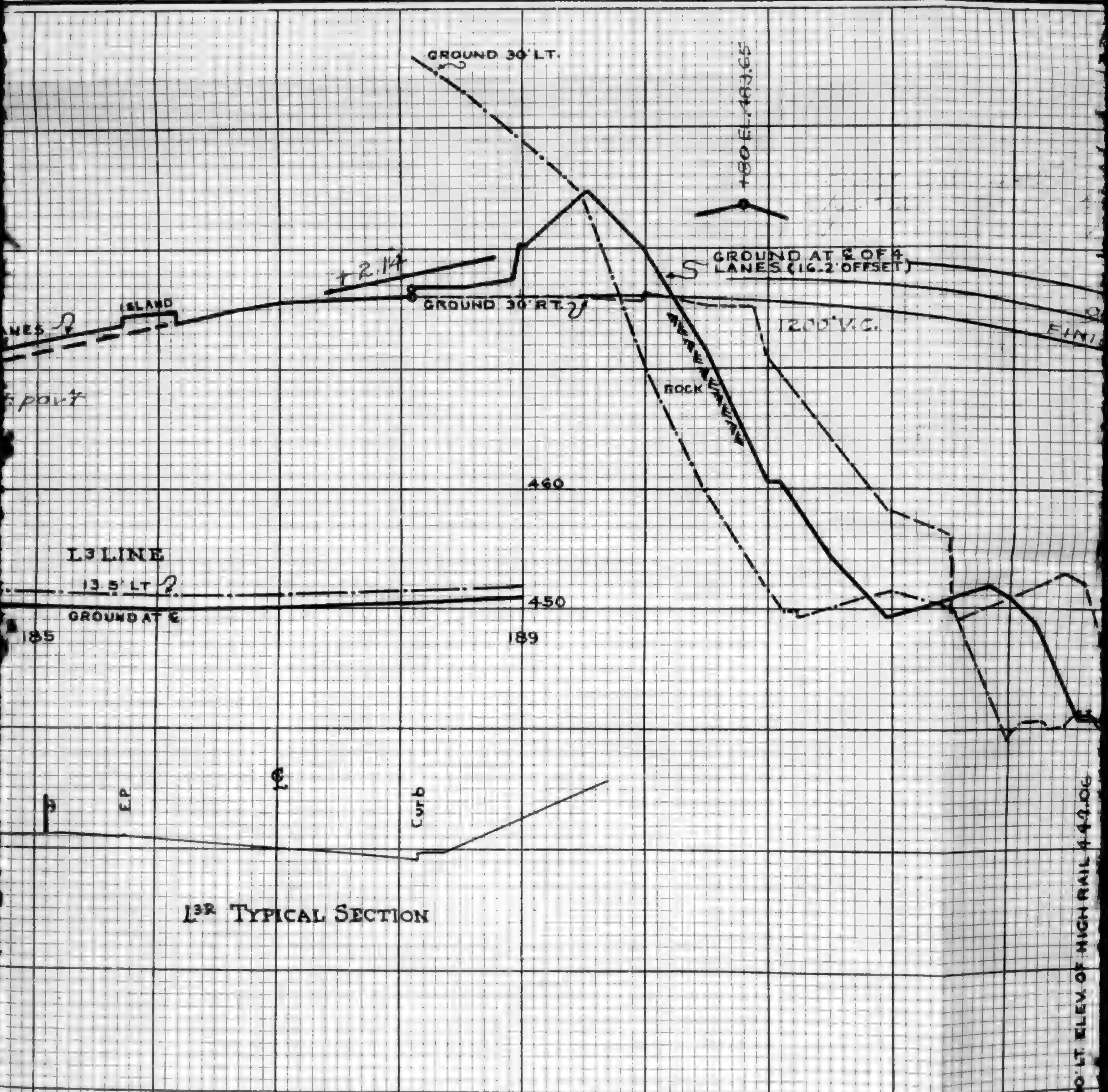
ORIGINAL SURVEY
NOTE BOOK
NO.
SURVEYED
PLOTTED
TEMPLATE
AREAS
AREAS CHECKED
BY
DATE

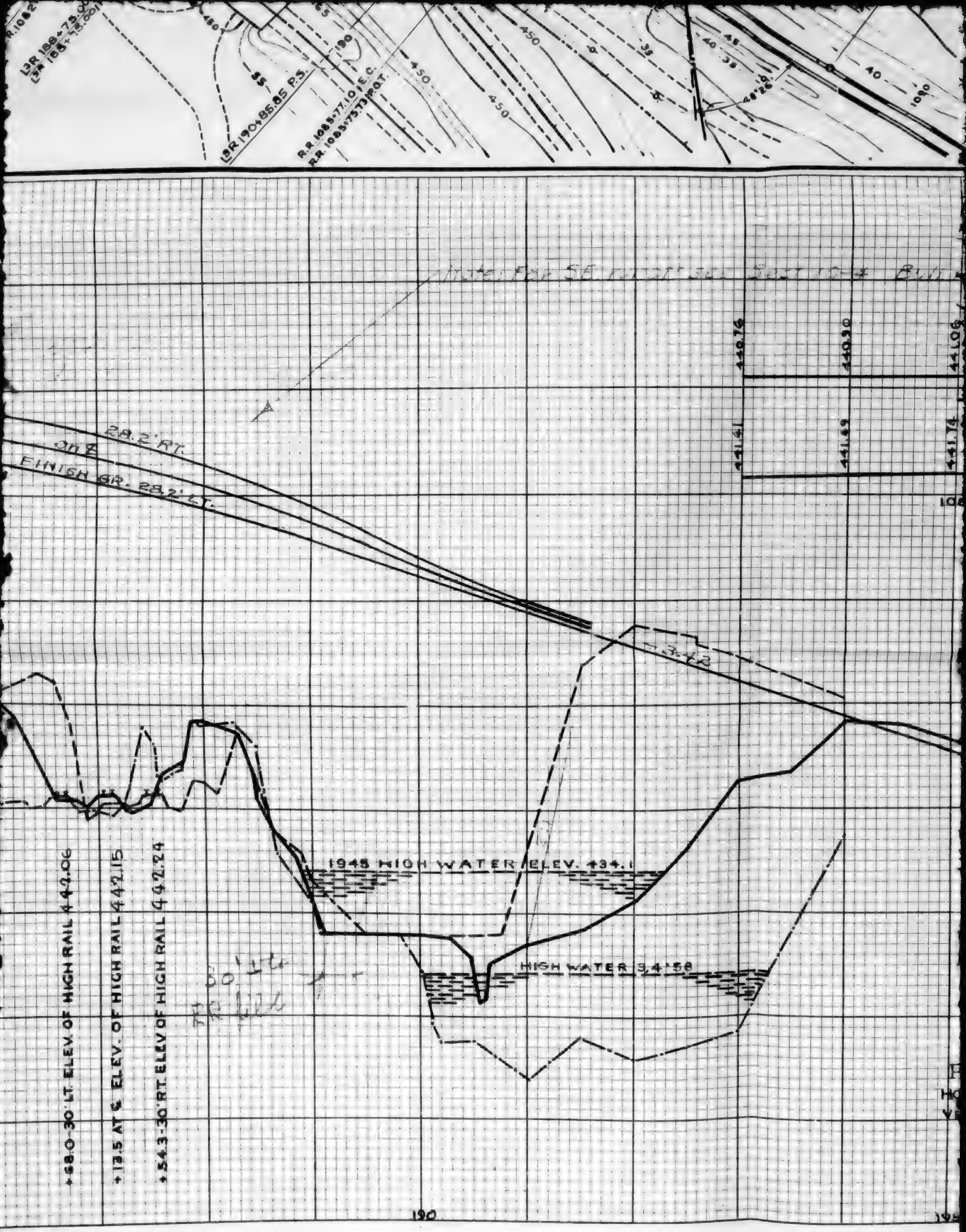


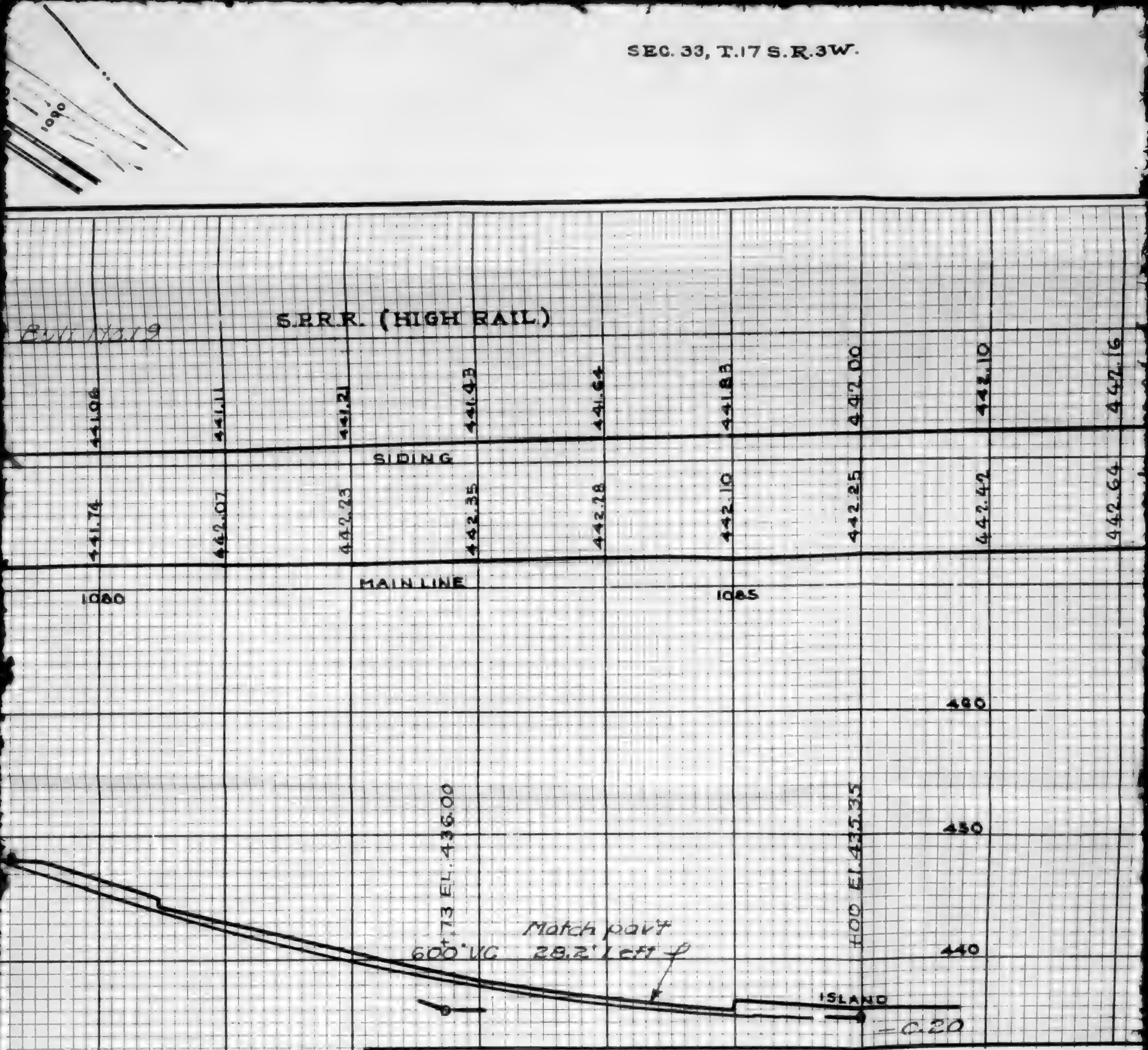
1" = 100'

R.R.1002

L3R 188+7
L3R 188+


GROUND 30' LT.
+80 EL. 483.65
GROUND AT ℄ OF 4 LANES (16.2' OFFSET)
+2.14
ISLAND
LANES
GROUND 30' RT.
1200' V.C.
ROCK
E in
460
450
L3 LINE
13.5' LT
GROUND AT ℄
185
189
EP
℄
Curb
L3R TYPICAL SECTION
+68.0-30' LT. ELEV. OF HIGH RAIL 442.06
180
185


R.1082
L3R 188+75.00
L3R 188+75.00
450
55
55
L3R 190+85.85 P.S.
190
R.R. 1085+77.10 E.C.
R.R. 1085+75.73 P.O.T.
450
450
450
38
45
40
38
40
1090
440.76
440.90
441.06
441.41
441.69
441.74
28.2' RT.
on ℄
FINISH GR. 28.2' LT.
3.42
1945 HIGH WATER ELEV. 434.1
HIGH WATER 3.4 '58
+68.0-30 LT. ELEV. OF HIGH RAIL 442.06
+13.5 AT ℄ ELEV. OF HIGH RAIL 442.15
+54.3-30' RT. ELEV OF HIGH RAIL 442.24
80' Lt.
190


1090
SEC. 33, T.17 S.R.3W.
Bill 1373
S.P.R.R. (HIGH RAIL)
441.06
441.11
441.21
441.43
441.64
441.83
442.00
442.10
442.16
SIDING
441.74
442.07
442.23
442.35
442.28
442.10
442.25
442.42
442.64
MAIN LINE
1080
1085
460
450
440
+73 EL. 436.00
+00 EL. 435.35
Match pavt
600' VC
28.2' Lt ℄
ISLAND
-0.20

OREGON STATE HIGHWAY DEPARTMENT
VICINITY MAP & PROFILE
McKENZIE HIGHWAY OVERCROSSING STRU
AT JUDKINS POINT
PACIFIC FREEWAY
LANE COUNTY

J.C. CHAPMAN, LOCATING ENGINEER

SCALE AS INDICATED

BEARINGS: OREGON GRID COORDINATE SYSTEM
SOUTH ZONE

Br# 6099B

Dw

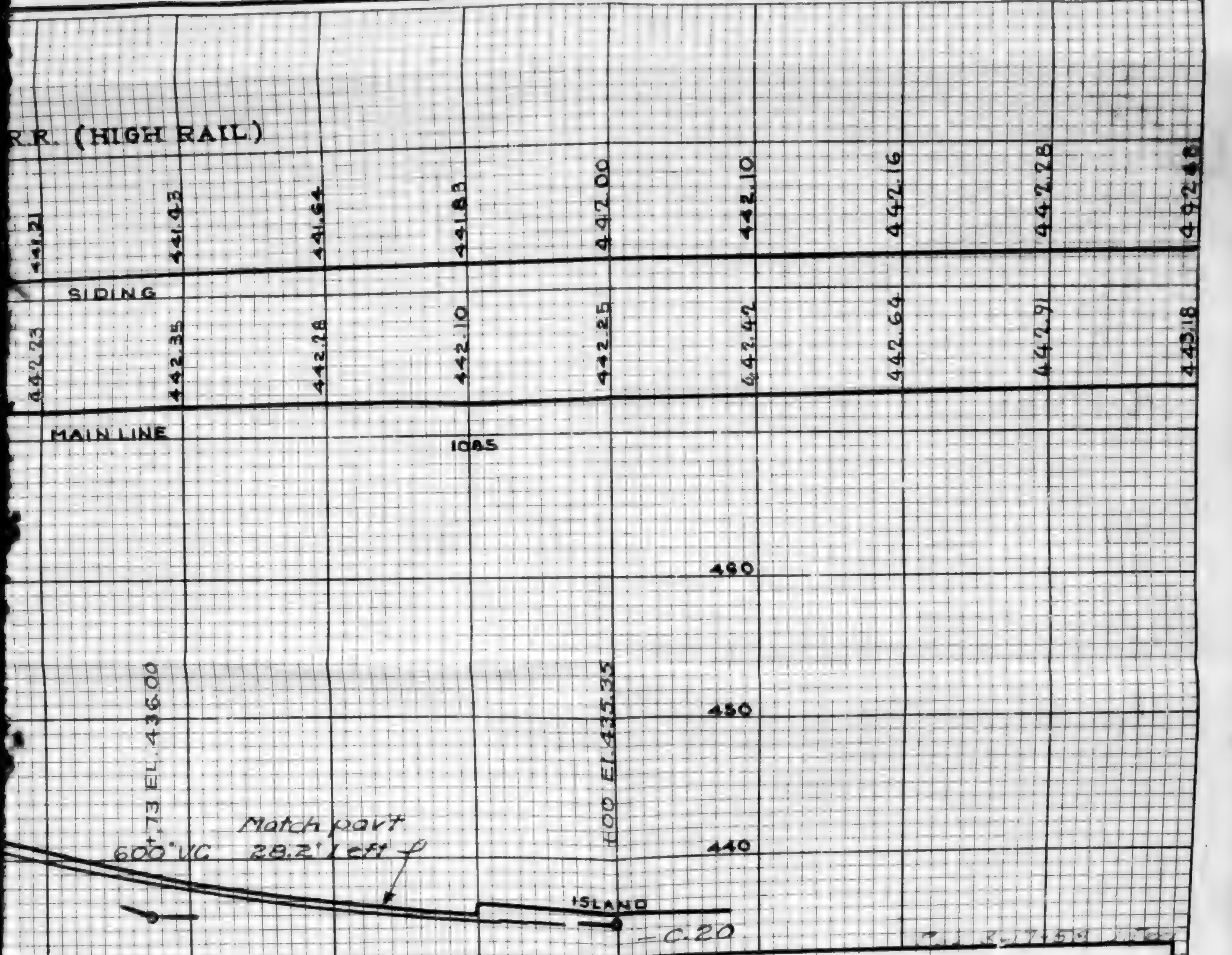
PROFILE SCALE

HORIZONTAL:	1"=100'
VERTICAL:	1"=10'

195

200

SEC. 33, T.17 S. R.3W.


R.R. (HIGH RAIL)
441.21
441.43
441.64
441.83
442.00
442.10
442.16
442.28
442.48
SIDING
442.73
442.35
442.28
442.10
442.25
442.42
442.64
442.91
443.18
MAIN LINE
1085
460
450
440
+73 EL. 436.00
+00 EL. 435.35
Match pavt 28.2' left ℄
600' VC
ISLAND
-C.20
200

OREGON STATE HIGHWAY DEPARTMENT

VICINITY MAP & PROFILE

McKENZIE HIGHWAY OVERCROSSING STRUCTURE
AT JUDKINS POINT

PACIFIC FREEWAY

LANE COUNTY

MARCH, 1958

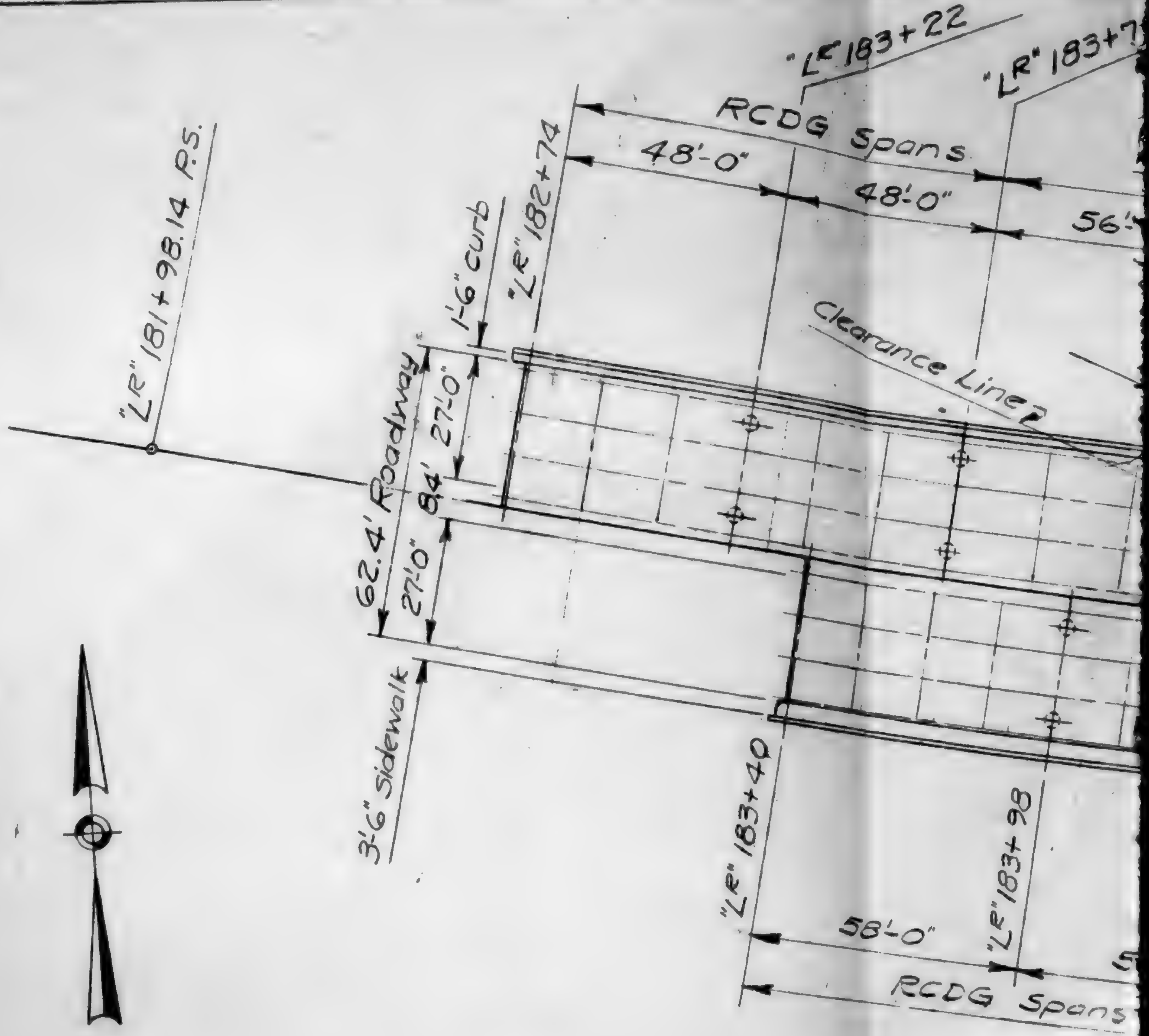
J.C. CHAPMAN, LOCATING ENGINEER

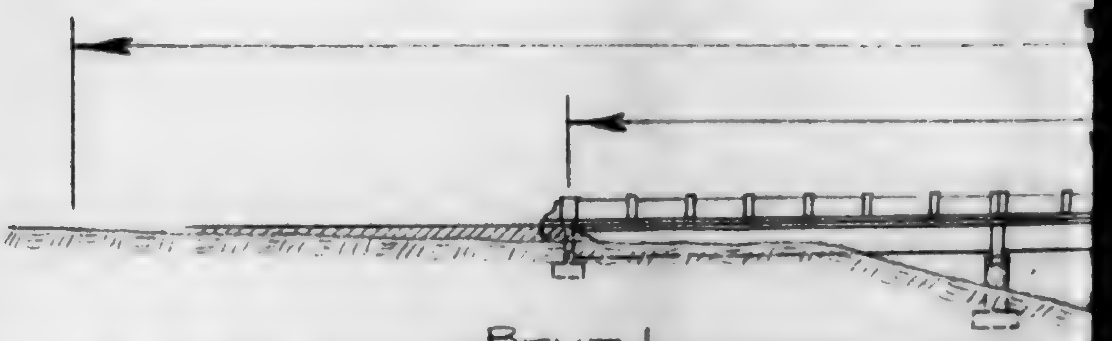
SCALE AS INDICATED

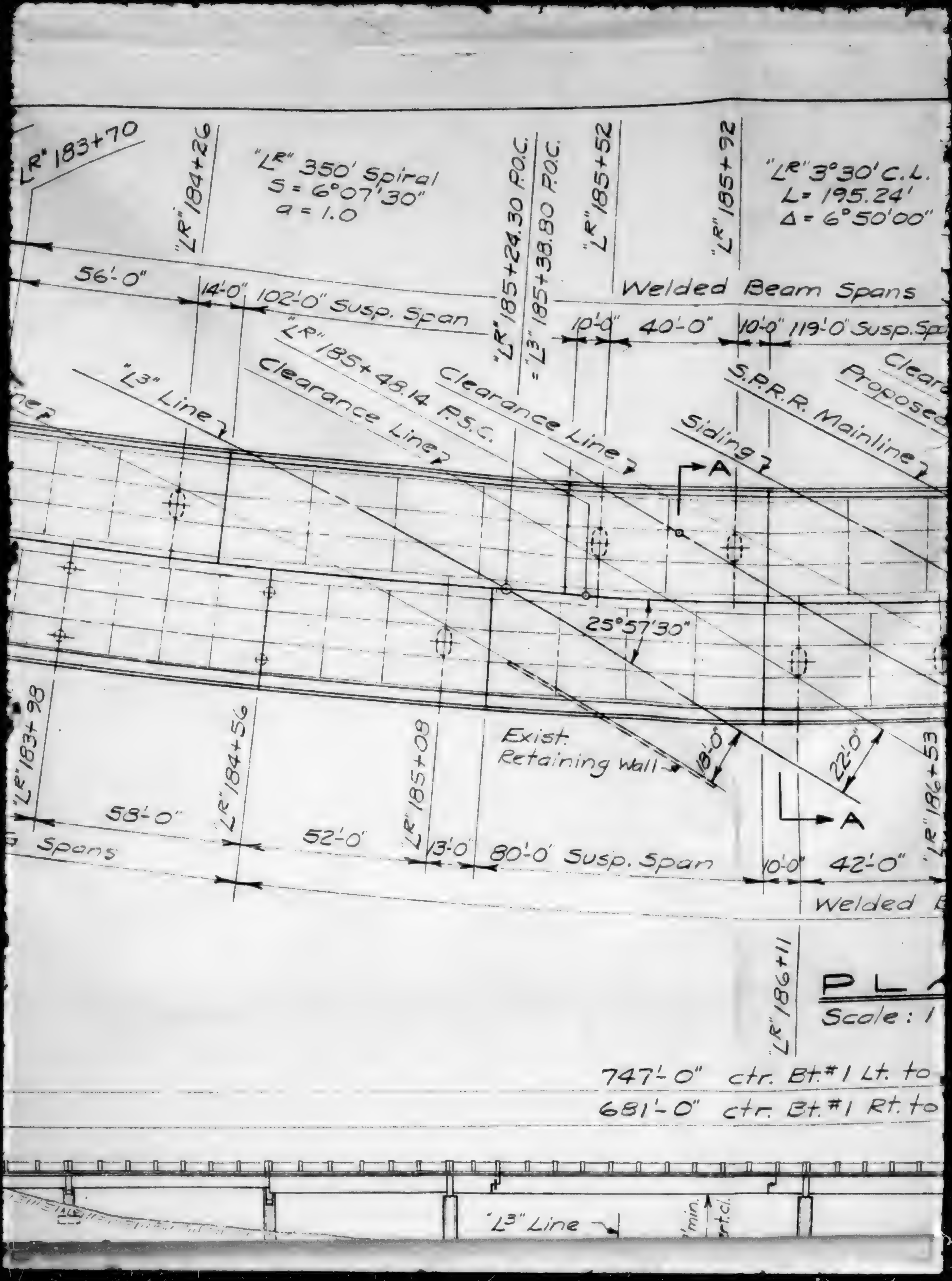
BEARINGS: OREGON GRID COORDINATE SYSTEM ~
SOUTH ZONE

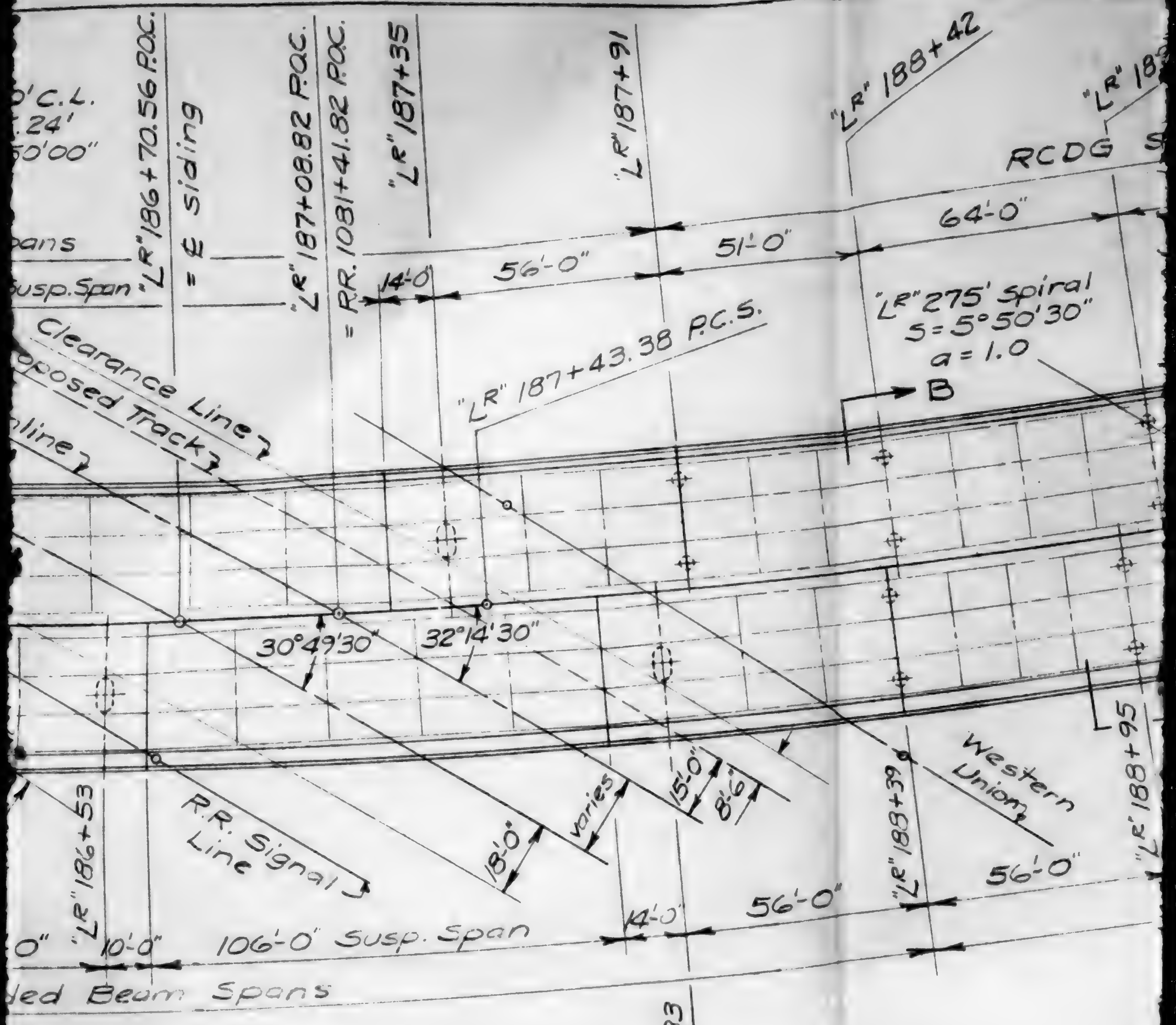
Dwg# 14077

Br# 6099B


"LR" 183+22
"LR" 183+7
RCDG Spans
48'-0"
48'-0"
56'
"LR" 182+74
1'-6" curb
"LR" 181+98.14 P.S.
Clearance Line
62.4' Roadway
27'-0"
8.4'
27'-0"
3'-6" Sidewalk
"LR" 183+40
"LR" 183+98
58'-0"
5
RCDG Spans


Bent 1


"L^R" 183+70
"L^R" 184+26
"L^R" 350' Spiral
S = 6°07'30"
a = 1.0
"L^R" 185+24.30 P.O.C.
= "L^3" 185+38.80 P.O.C.
"L^R" 185+52
"L^R" 185+92
"L^R" 3°30' C.L.
L = 195.24'
Δ = 6°50'00"
56'-0"
14'-0"
102'-0" Susp. Span
Welded Beam Spans
10'-0"
40'-0"
10'-0"
119'-0" Susp. Spa
"L^R" 185+48.14 P.S.C.
"L^3" Line
Clearance Line
Clearance Line
Siding
S.P.R.R. Mainline
Proposed
Cleara
A
25°57'30"
Exist. Retaining Wall
18'-0"
22'-0"
A
"L^R" 183+98
"L^R" 184+56
"L^R" 185+08
"L^R" 186+53
58'-0"
52'-0"
13'-0"
80'-0" Susp. Span
10'-0"
42'-0"
Spans
Welded B
"L^R" 186+11
PLA
Scale: 1
747'-0" ctr. Bt.#1 Lt. to
681'-0" ctr. Bt.#1 Rt. to
"L^3" Line
min.
rt.cl.



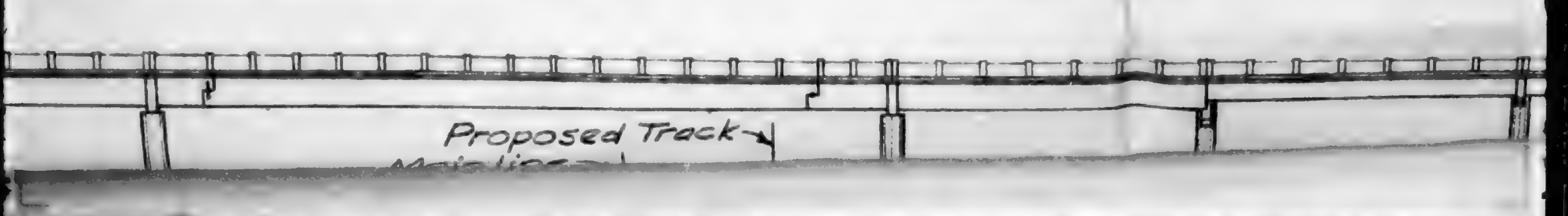
'C.L.
.24'
50'00"
pans
Susp. Span
"LR" 186+70.56 P.O.C.
= ℄ siding
"LR" 187+08.82 P.O.C.
= RR. 1081+41.82 P.O.C.
"LR" 187+35
"LR" 187+91
"LR" 188+42
"LR" 18
RCDG S
14'-0"
56'-0"
51'-0"
64'-0"
"LR" 275' Spiral
S=5°50'30"
a=1.0
"LR" 187+43.38 P.C.S.
B
Clearance Line
oposed Track
nline
30°49'30"
32°14'30"
varies
18'-0"
15'-0"
8'-6"
Western Union
R.R. Signal Line
"LR" 186+53
"LR" 188+39
"LR" 188+95
56'-0"
56'-0"
14'-0"
0"
10'-0"
106'-0" Susp. Span
ded Beam Spans
"LR" 187+83

LAN

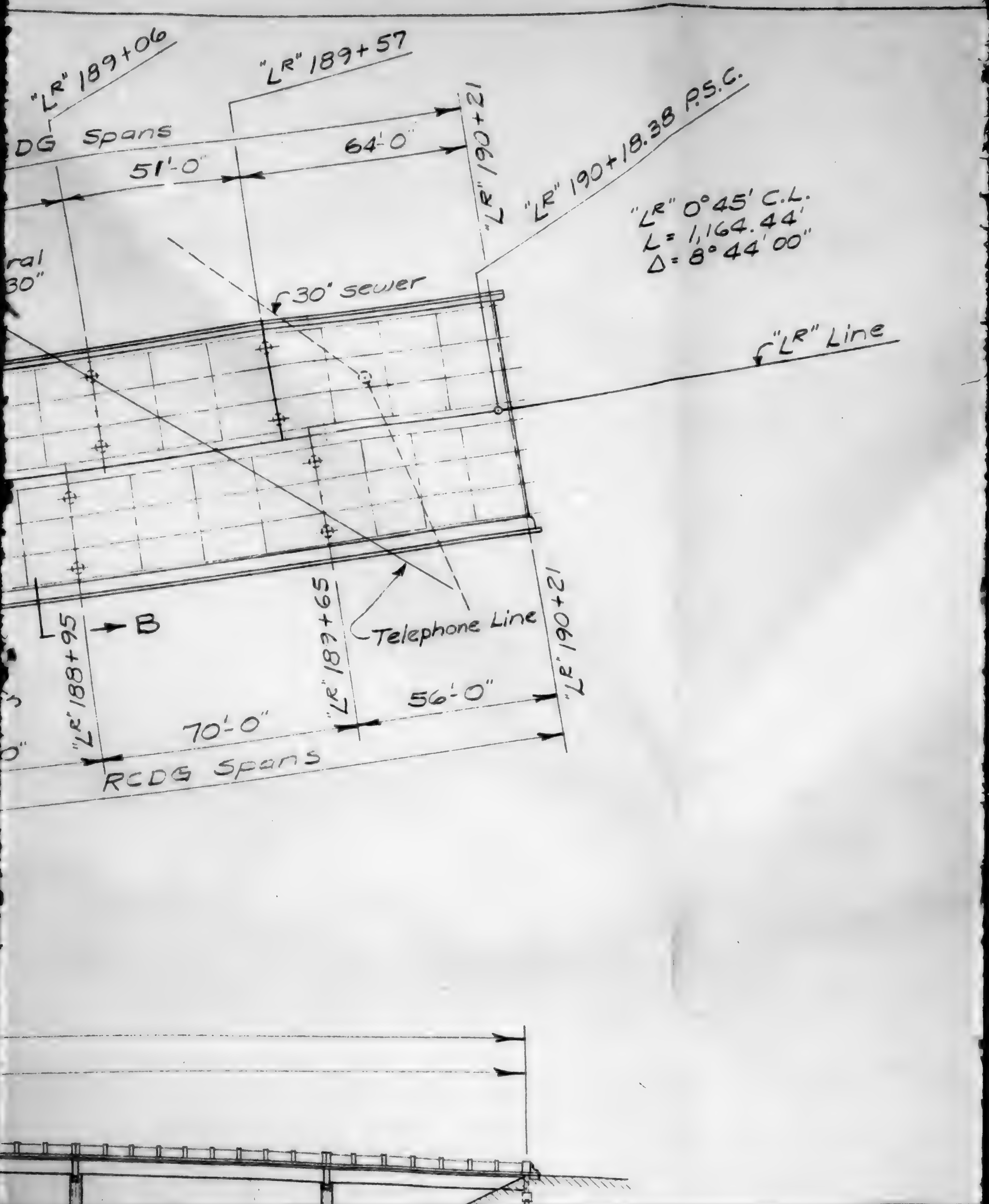
le : 1"=30'-0"

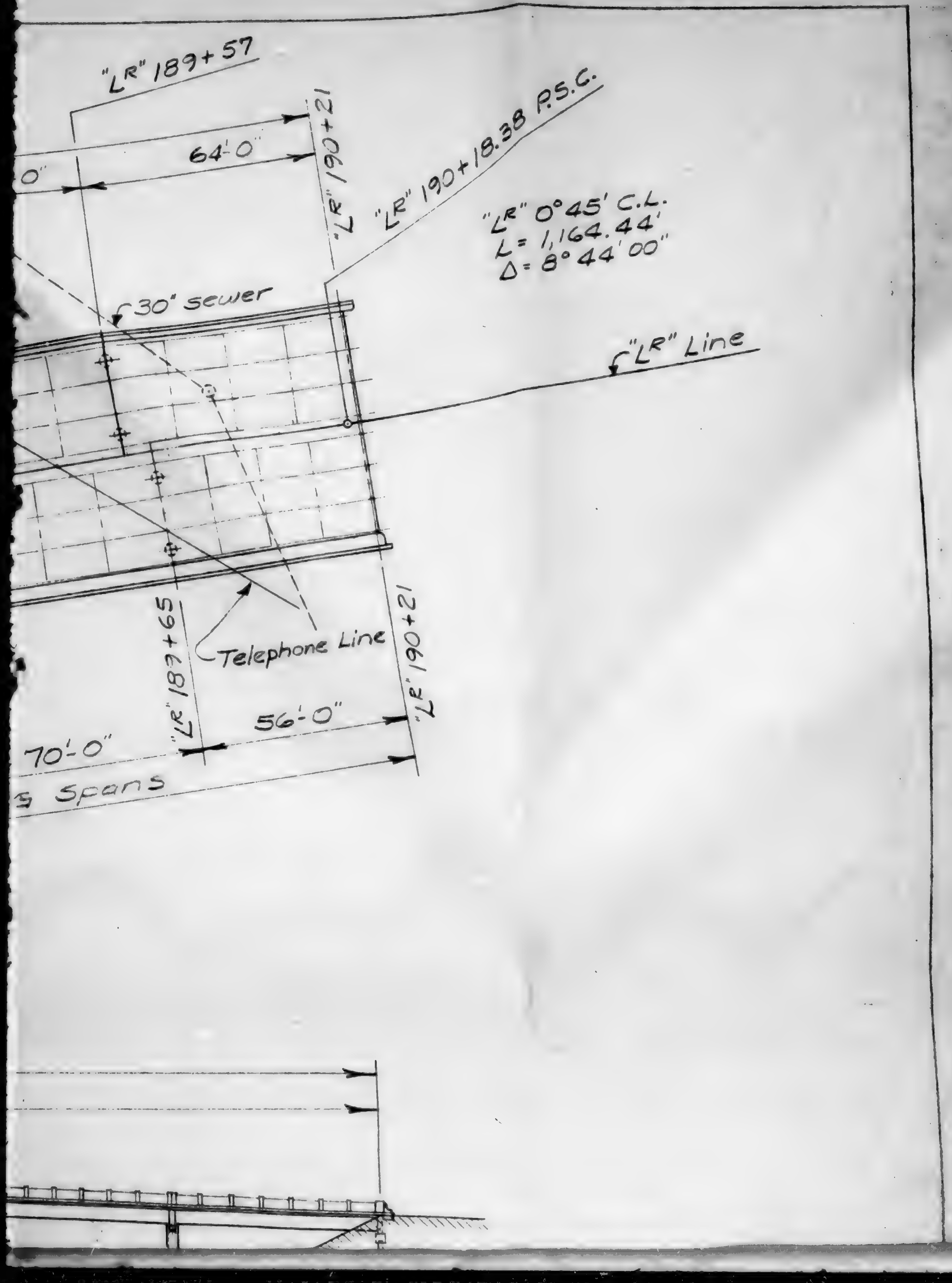
Lt. to ctr. Bt. #12 Lt. along "LR" Line

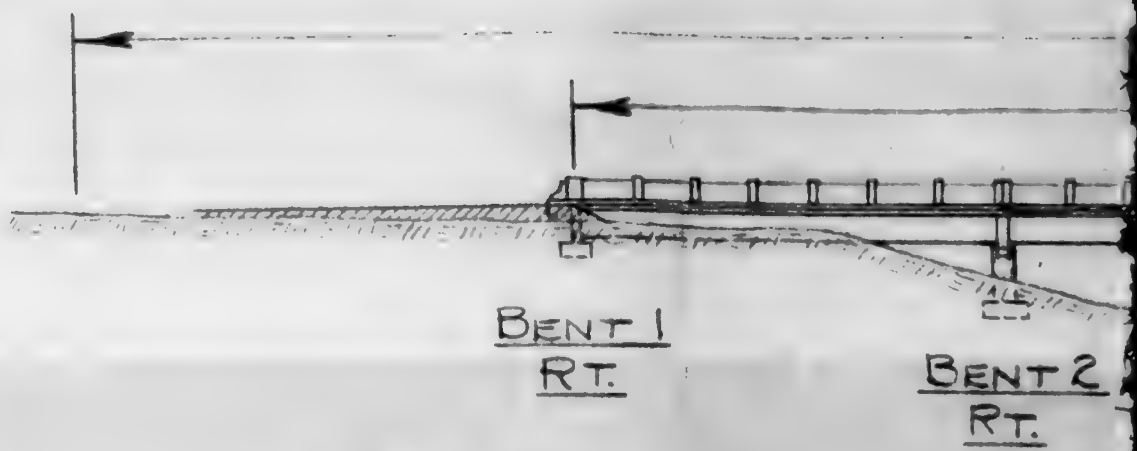
Rt. to ctr. Bt. #11 Rt. along "LR" Line

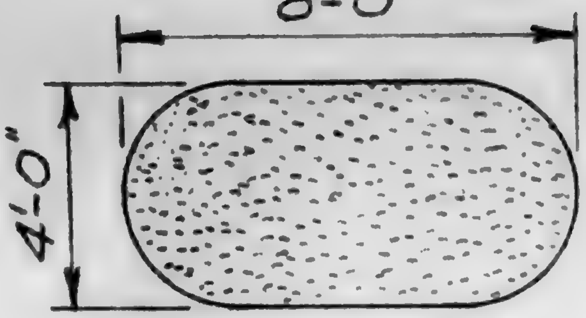


Proposed Track
Main line

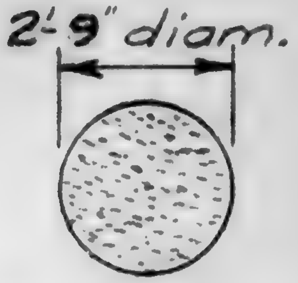

"LR" 189+06
"LR" 189+57
DG Spans
64'-0"
51'-0"
"LR" 190+21
"LR" 190+18.38 P.S.C.
"LR" 0°45' C.L.
L = 1,164.44'
Δ = 8°44'00"
ral
30"
30" sewer
"LR" Line
B
Telephone Line
"LR" 188+95
"LR" 189+65
"LR" 190+21
56'-0"
70'-0"
RCDG Spans


"L^R" 189+57
"L^R" 190+18.38 P.S.C.
64'-0"
0"
"L^R" 190+21
"L^R" 0°45' C.L.
L= 1,164.44'
Δ= 8°44'00"
℄ 30" sewer
℄ "L^R" Line
Telephone Line
"L^R" 189+65
"L^R" 190+21
56'-0"
70'-0"
s Spans

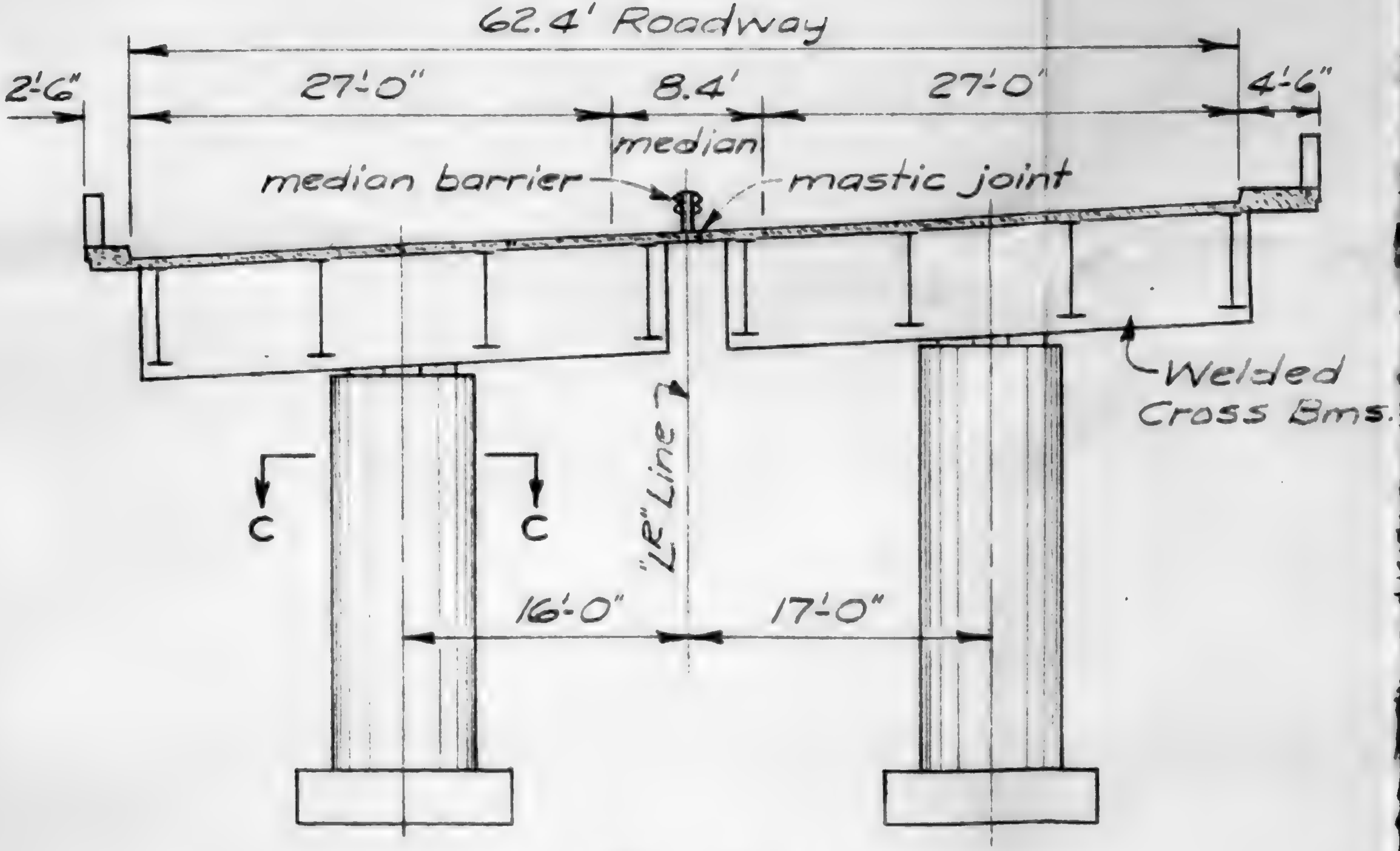

Bent 1
Rt.
Bent 2
Rt.



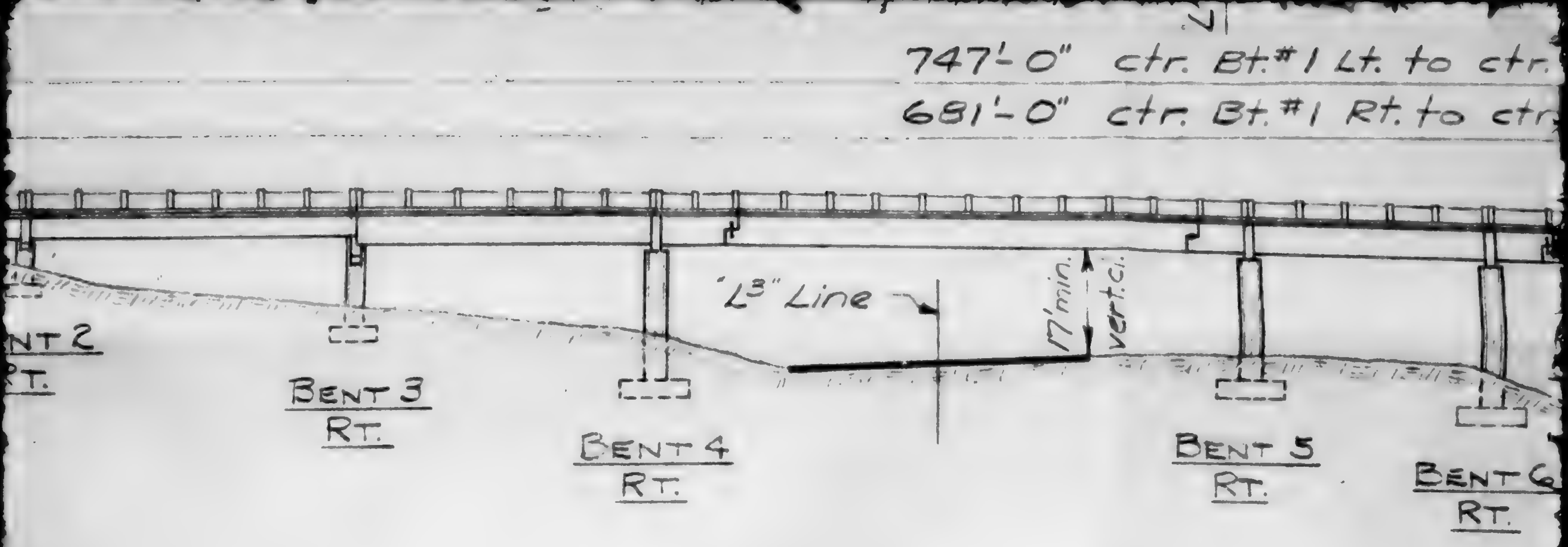
SEC. "C-C"



SEC. "D-D"

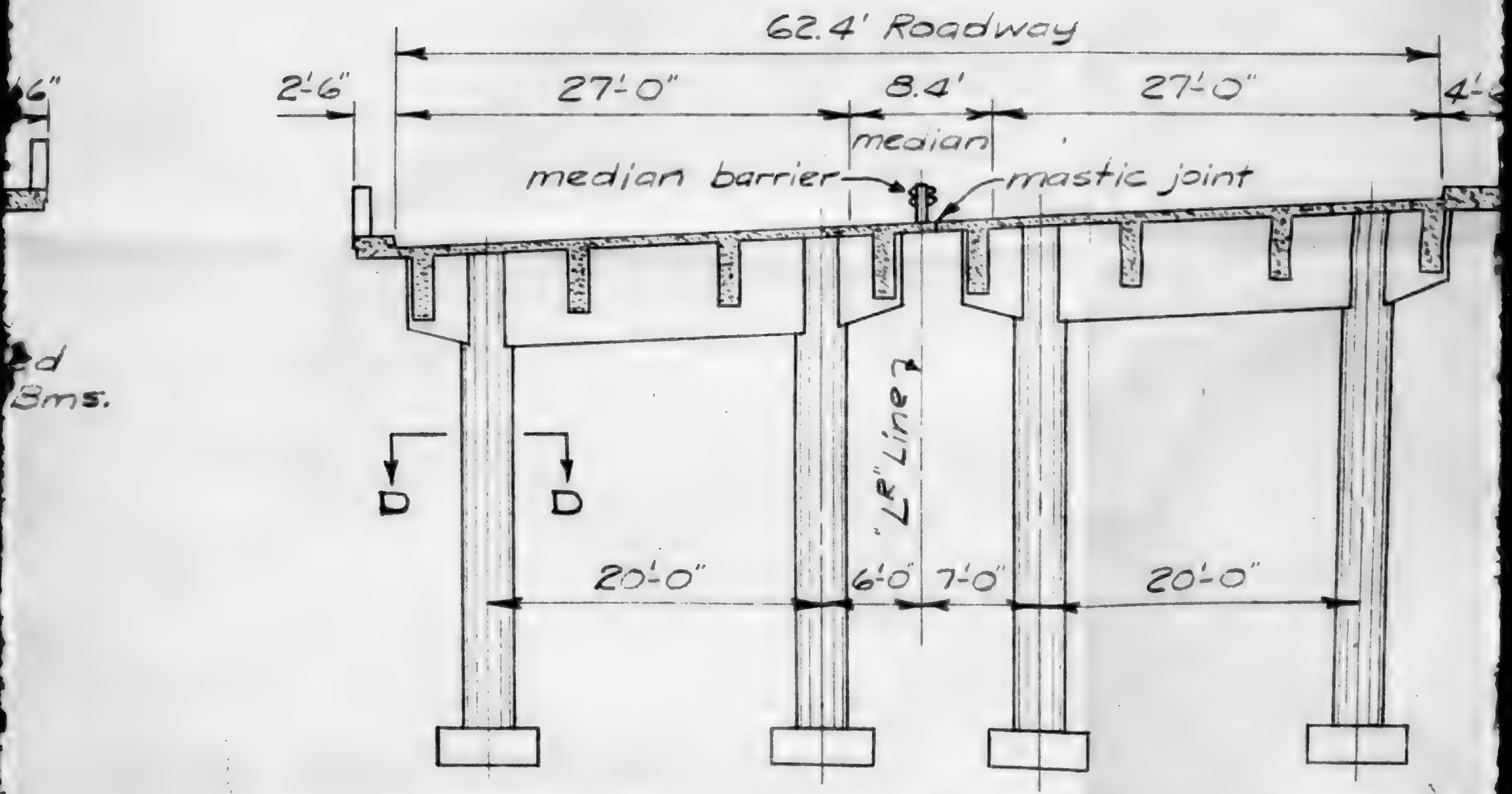

62.4' Roadway
2'-6"
27'-0"
8.4'
median
27'-0"
4'-6"
median barrier
mastic joint
Welded
Cross Bms.
C
C
"LR" Line
16'-0"
17'-0"

SEC. "A-A"


747'-0" ctr. Bt.#1 Lt. to ctr.
681'-0" ctr. Bt.#1 Rt. to ctr.
NT 2
RT.
"L3" Line
17' min. vert. cl.
BENT 3
RT.
BENT 4
RT.
BENT 5
RT.
BENT 6
RT.

DEVELOPED SOUTH

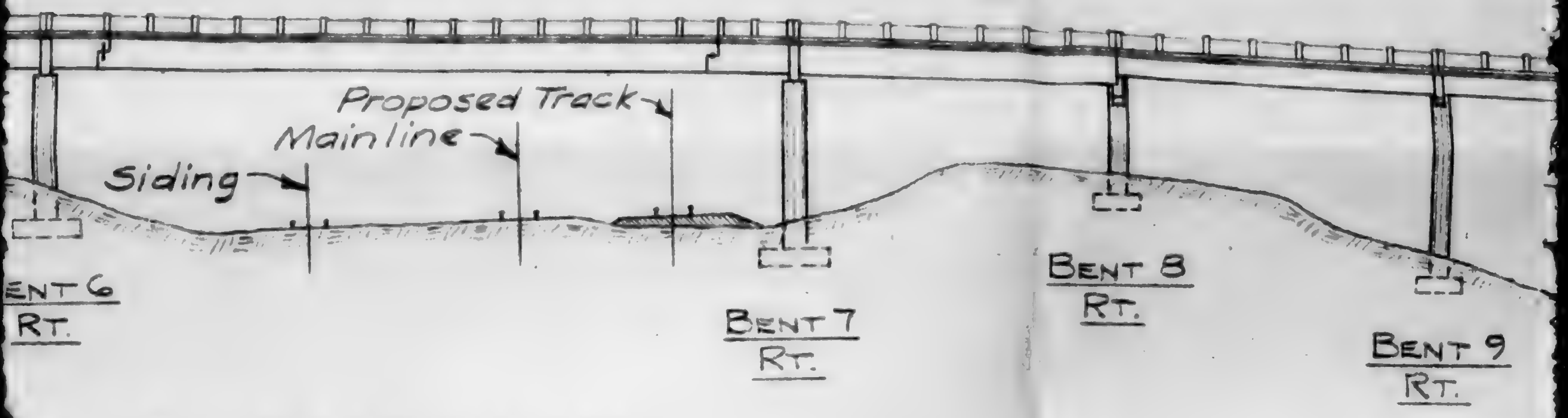
Scale: 1" = 30'-0"


62.4' Roadway
2'-6"
27'-0"
8.4'
27'-0"
4'-
6"
median
median barrier
mastic joint
ed
Bms.
"LR" Line
D
D
20'-0"
6'-0"
7'-0"
20'-0"

SEC. "B-B"

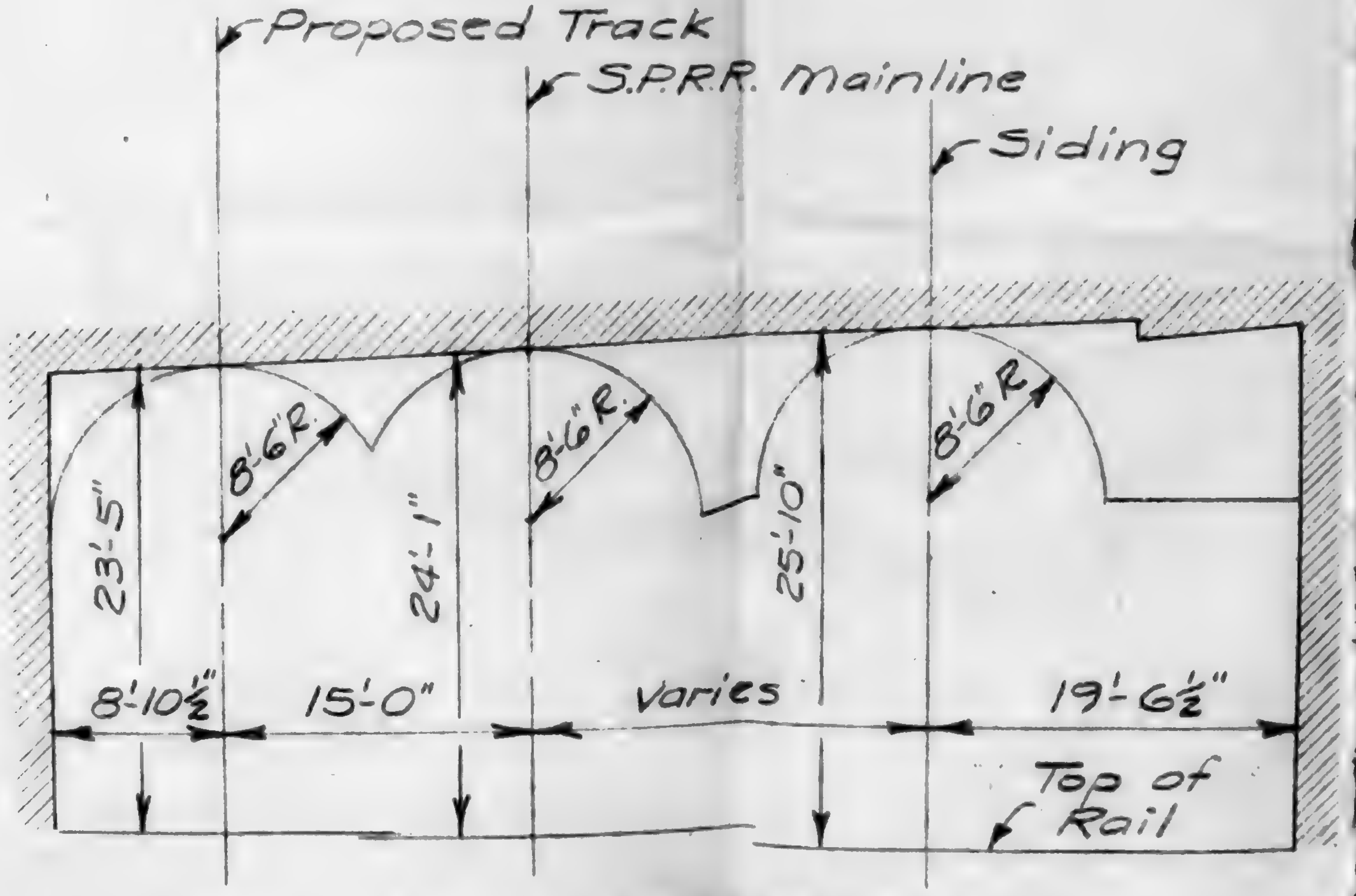
o ctr. Bt. #12 Lt. along "L^R" Line

o ctr. Bt. #11 Rt. along "L^R" Line


Proposed Track
Mainline
Siding
ENT 6
RT.
BENT 7
RT.
BENT 8
RT.
BENT 9
RT.

H ELEVATION

80'-0"

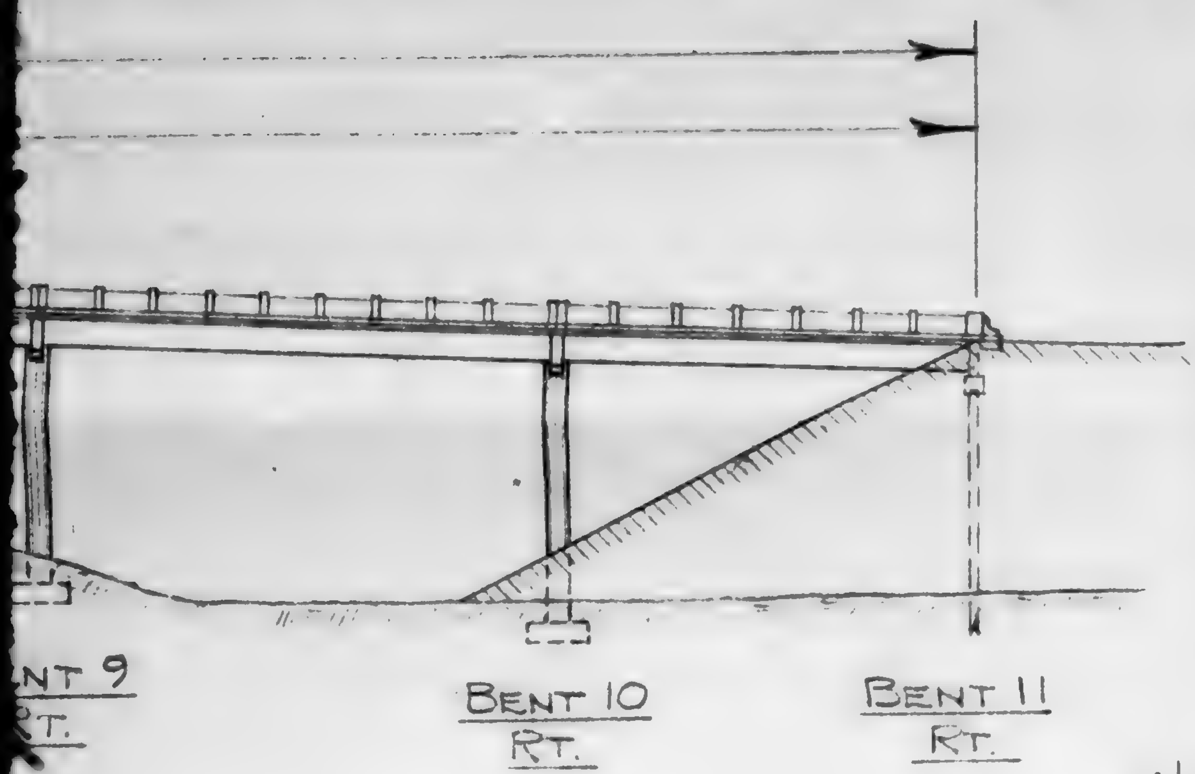

Proposed Track
S.P.R.R. Mainline
Siding
8'-6"R.
8'-6"R.
8'-6"R.
23'-5"
24'-1"
25'-10"
8'-10½"
15'-0"
Varies
19'-6½"
Top of Rail

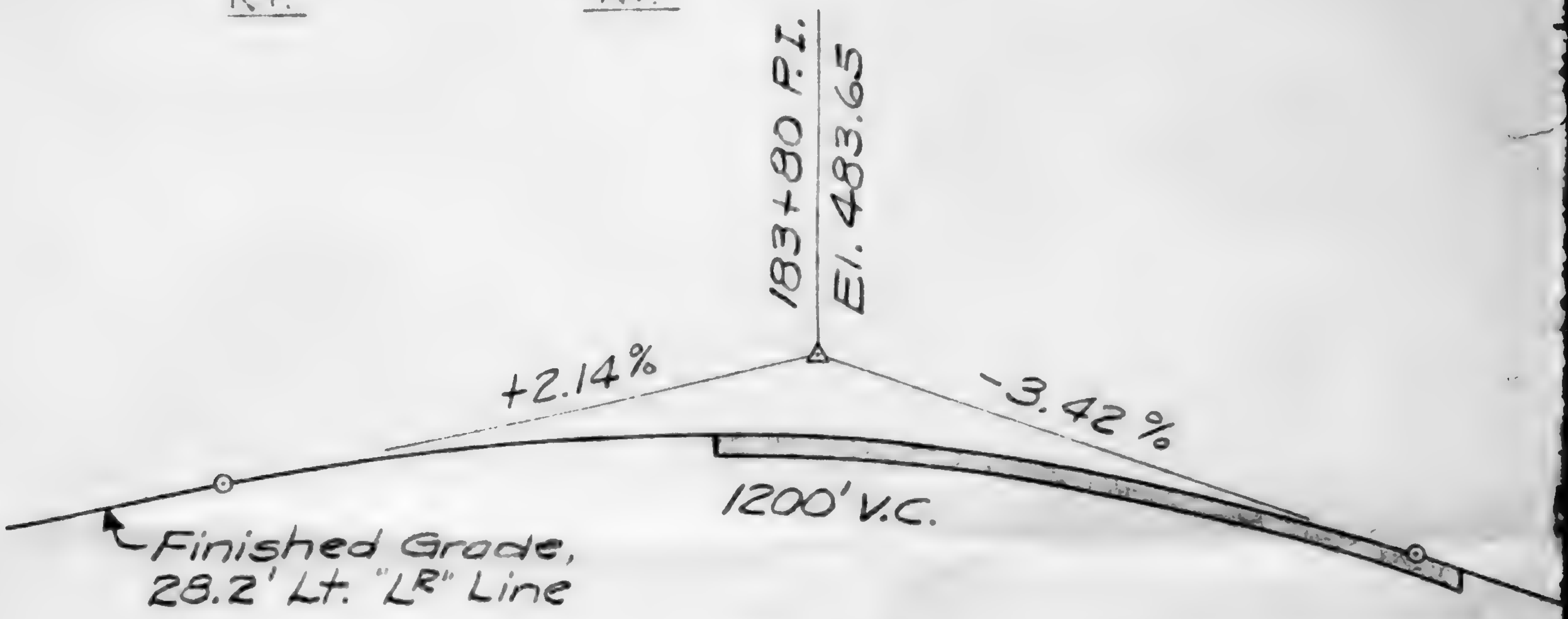
RAILROAD CLEARANCE DIAGRAM

Note: Proposed track assumed to be same grade as mainline.

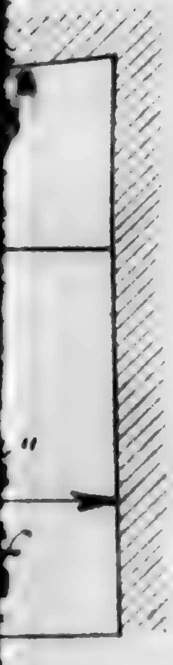
Approved:

Bridge Engineer


ENT 9
RT.
BENT 10
RT.
BENT 11
RT.


183+80 P.I.
El. 483.65
+2.14%
-3.42%
1200' V.C.
Finished Grade,
28.2' Lt. "LR" Line

GRADE LINE DIAGRAM



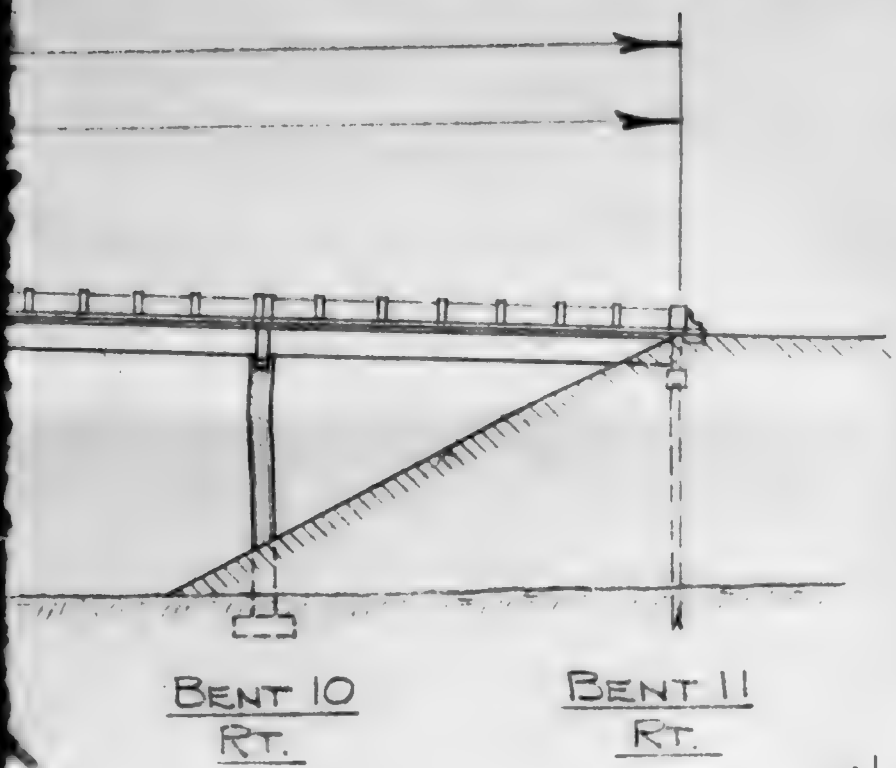
OREGON
STATE HIGHWAY COMMISSION

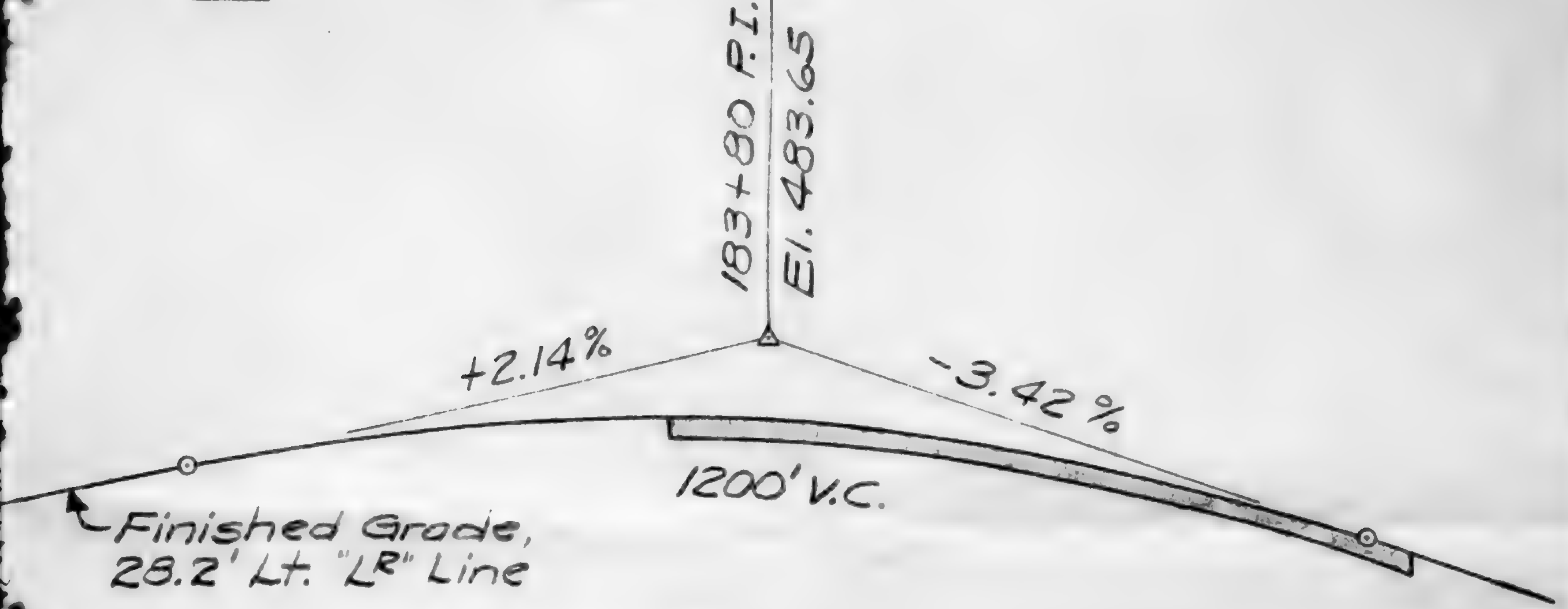
McKENZIE HIGHWAY OVERCROSSING
AT
JUDKINS POINT

LANE COUNTY LINE - JUDKINS POINT SECTION
McKENZIE HIGHWAY - LANE COUNTY
PRELIMINARY PLAN & ELEVATION

NOVEMBER 26, 1958
DRAWN BY J.H.W.

BRIDGE NO. 6099B
DRAWING NO. 6099B-


BENT 10
RT.
BENT 11
RT.


183+80 P.I.
El. 483.65
+2.14%
-3.42%
1200' V.C.
Finished Grade,
28.2' Lt. "LR" Line

GRADE LINE DIAGRAM

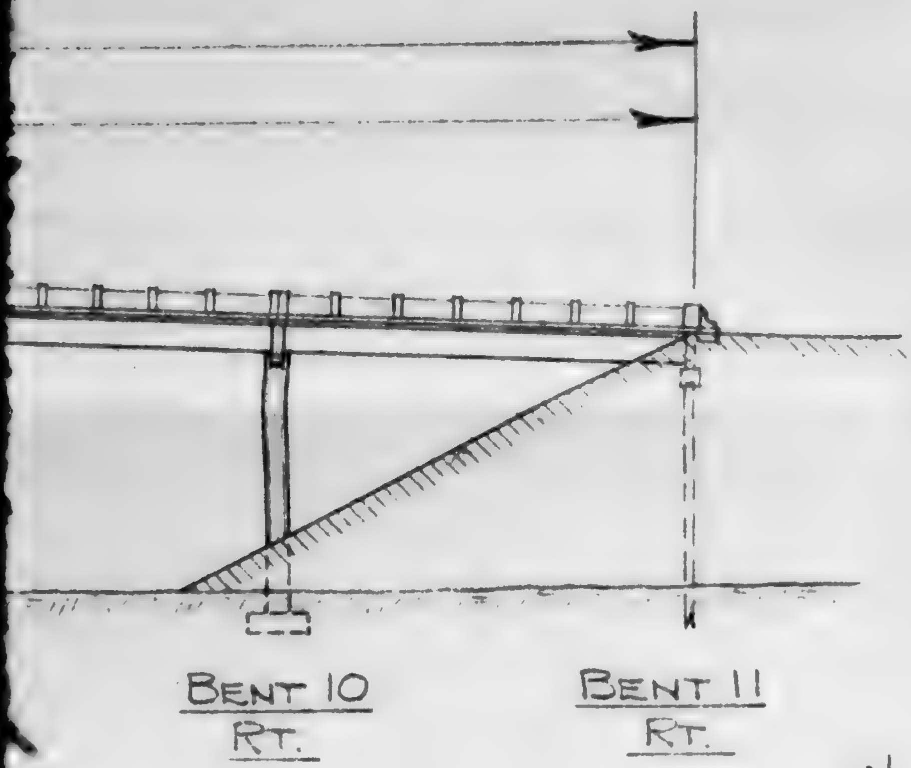
OREGON
STATE HIGHWAY COMMISSION

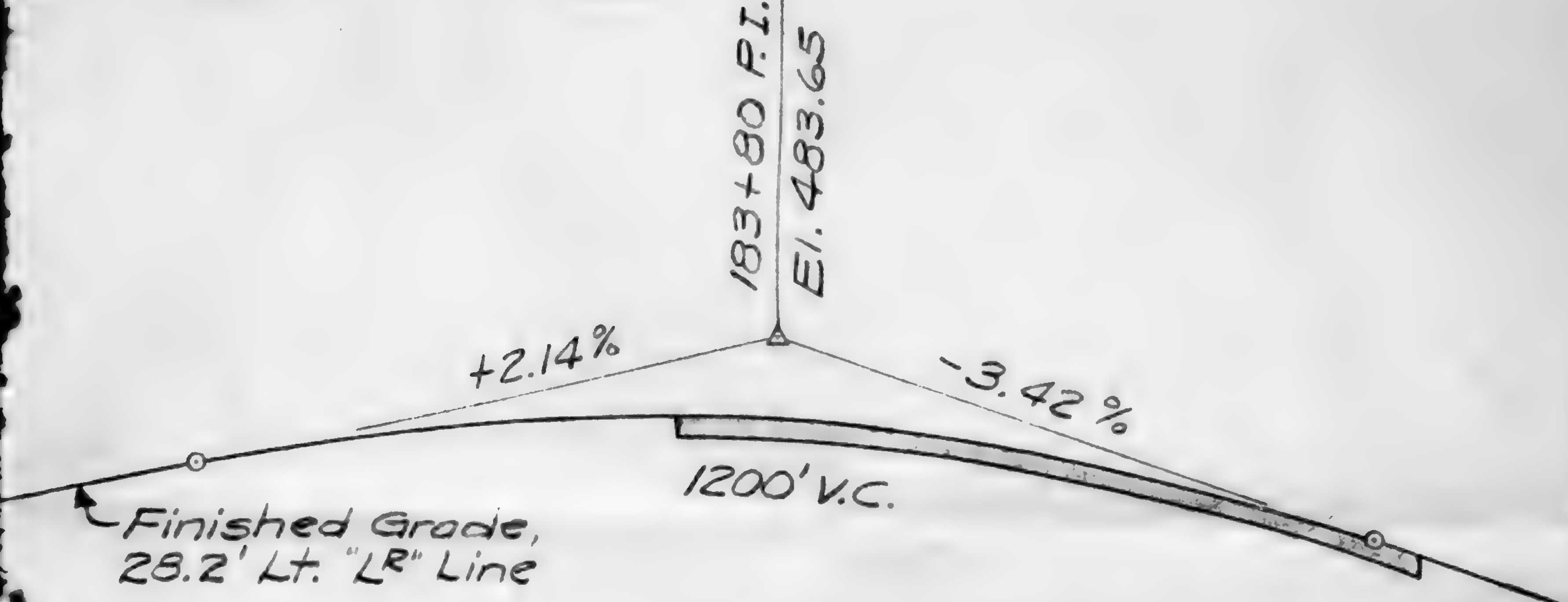
McKENZIE HIGHWAY OVERCROSSING
AT
JUDKINS POINT

LANE COUNTY LINE - JUDKINS POINT SECTION
McKENZIE HIGHWAY - LANE COUNTY
PRELIMINARY PLAN & ELEVATION

OVEMBER 26, 1958
RAWN BY J.H.W.

BRIDGE NO. 6099B
DRAWING NO. 6099B-A


BENT 10
RT.
BENT 11
RT.


183+80 P.I.
El. 483.65
+2.14%
-3.42%
1200' V.C.
Finished Grade,
28.2' Lt. "L^R" Line

GRADE LINE DIAGRAM

OREGON
STATE HIGHWAY COMMISSION

McKENZIE HIGHWAY OVERCROSSING
AT
JUDKINS POINT

LANE COUNTY LINE - JUDKINS POINT SECTION
McKENZIE HIGHWAY - LANE COUNTY
PRELIMINARY PLAN & ELEVATION

OVEMBER 26, 1958
RAWN BY J.H.W.

BRIDGE NO. 6099B
DRAWING NO. 6099B-A

103-1610 Johnson Cr. Blvd. and 1959
King Rd. Traffic Sig.
#5566 (82nd Ave. - Portland)

A

RECEIVED
L -7 1960
FOR FILING
103 1610
5566

July 6, 1960

Maryland Casualty Co.,
Baltimore 3
Maryland

Gentlemen:

State Highway contract #5566 for installation of the Johnson Creek Blvd. and Kings Road Traffic Signals on the Flavel St.-Clackamas Overcrossing Section of the Cascade Secondary Highway in Clackamas County was completed by the contractor, Cascade Electric Co., on May 10, 1960, and was formally accepted by the Highway Commission on June 2, 1960.

Final payment in the amount of $1,386.28 will be released to the contractor, assigned to the Maryland Casualty Company, on or after July 16, 1960. The total contract amount is $17,739.48, and no force account work was performed on the project.

A claim has been filed against this contract of which you were previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: Maryland Casualty Co.,
Dammy Insurance Agency
115 SW 4th Avenue
Portland, Oregon

RECEIVED
JUN 22 1960

FOR FILING
02 1610
5566

A

June 16, 1960

Cascade Electric Company
4636 N. Williams Avenue
Portland 11, Oregon

Attention: C. A. Stoner, President

Dear Sir:

This is to acknowledge your letter of June 15, 1960, requesting that all payments due, or to become due on Contract No. 5566 for construction of traffic signals on the Johnson Creek Boulevard and King Road Section in Clackamas County, be forwarded to Cascade Electric Company, c/o Maryland Casualty Company, 520 Equitable Building, Portland, Oregon.

A copy of this letter is being sent to Mr. C. H. Maison, Auditor, so that the Contract payments may be mailed as requested.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rv

cc: Maryland Casualty Company
520 Equitable Building
Portland, Oregon

C. H. Maison

NOTED ON CARD
le

ATLANTIC 7-1179

Cascade Electric

RESIDENTIAL - COMMERCIAL - INDUSTRIAL WIRING

4636 N. WILLIAMS AVENUE
PORTLAND 11, OREGON

June 15, 1960

Contract
5066

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Cascade Electric Co., under date of December 16, 1959, entered into a contract with the State of Oregon for the construction of Johnson Creek Boulevard and King Road Traffic Signals, Cascade Highway 82nd Avenue, Portland Clackamas County, Oregon.

There still remains contract balance to be paid under the contract for work done or to be done, and you are hereby irrevocably instructed to forward all payments due, or to become due under this contract to Cascade Electric Co., in care of Maryland Casualty Company, 520 Equitable building, Portland, Oregon, attention of John S. Hopkins.

Please acknowledge receipt of this letter direct to Mr. Hopkins, Maryland Casualty Company, advising that contract payments will be forwarded as herein directed.

Yours very truly,
CASCADE ELECTRIC CO.
C A Stoner
C. A. Stoner President

RECEIVED
JUN 16 1960
OREGON
STATE HIGHWAY COMMISSION

POWER OF ATTORNEY

I hereby authorize, empower and direct JOHN S. HOPKINS of MARYLAND CASUALTY COMPANY to received, collect and endorse funds from the STATE OF OREGON HIGHWAY COMMISSION which are receivable for the construction of JOHNSON CREEK BOULEVARD AND KING ROAD TRAFFIC SIGNALS, CASCADE HIGHWAY 82nd AVENUE, PORTLAND, CLACKAMAS COUNTY, OREGON and to enforce collection of same, if necessary, all the same as if I were performing said acts myself.

CASCADE ELECTRIC CO., INC.

By: C A Stoner

C. A. Stoner, President

Subscribed and sworn to before me this 15th day of June A. D., 1960.

Robert E. Berry
Notary Public
My Commission expires 8-15-1963

1

RECEIVED
MAY 16 1960
FOR FILING
103-1610
5566

May 13, 1960

Maryland Casualty Co.
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins, Manager
Portland Claim Division

Gentlemen:

A letter, dated May 10, 1960, has been received from the Econolite Corporation, Los Angeles, California, advising that the Cascade Electric Co., Portland, owes them $8503.00 for traffic signal equipment in connection with the 82nd Avenue-Clackamas Overcrossing Section project. This appears to be in connection with State Highway Contract No. 5566 for the Johnson Creek Blvd. and Kings Road Traffic Signals on the Flavel St.-Clackamas Overcrossing Section of the Cascade Secondary Highway in Clackamas County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Duffy Insurance Agency
115 S. W. 4th Ave.
Portland, Oregon

Cascade Electric Co.
4636 N. Williams Ave.
Portland 17, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

NOTED ON CARD
EC

CWH:fp

RECEIVED
MAY 16 1960
FOR FILING
103-1610

5566

May 13, 1960

Econolite Corporation
8900 Bellanca Avenue
Los Angeles 45, Calif.

Attention: Mr. W. E. Norton
Secretary

Gentlemen:

This is in reply to your letter of May 10 stating that Cascade Electric Co. owes you $8,503.00 for furnishing traffic signal equipment in connection with the 82nd Avenue-Clackamas Overcrossing project. Our records indicate this to be State Highway Contract No. 5566 for the Johnson Creek Blvd. and Kings Road traffic signals on the Flavel St.-Clackamas Overcrossing Section of the Cascade Secondary Highway in Clackamas County.

This contract has been completed but has not yet been accepted by the Highway Commission.

The Maryland Casualty Company, through Doxey Insurance Agency, 115 S. W. 4th Ave., Portland, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

If you wish to protect your claim for a period longer than six months following acceptance of the contract by the Highway Commission you should file the claim with the Secretary of State, Salem, Oregon. Attached are excerpts from the Oregon Laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD
dc

Enc.
CWH:fp

ECONOLITE
25th anniversary

CORPORATION
TRAFFIC CONTROL AND LIGHTING DIVISION

8900 bellanca ave., los angeles 45, calif.
oregon 8-5163
cable address: econolite

May 10, 1960

State of Oregon
Division of Highways
State Building
Salem, Oregon

#5566

Subject: Cascade Electric Co., Contractor
Oregon State Highway Job #8779
Cascade (82nd Ave. Clackamas Overcrossing)

Gentlemen:

Our Company furnished the Traffic Signal Equipment to the Cascade Electric Co., 4636 N. Williams St., Portland 12, Oregon for installation on the Subject Contract. The total billings for the equipment shipped is $8,503.00 and since we are unable to collect from Cascade Electric, we ask that you withhold that amount from any monies due that Company.

We would also appreciate it if you will furnish us the name of the Company that wrote the bond for the job and the completion date of the Contract.

Thank you for your cooperation.

Awarded 12-16-59
Completed
not accepted yet

Very truly yours,

ECONOLITE CORPORATION

W. E. Norton

W. E. Norton, Sec'y

Al, please handle
TE

WEN:ndb
CC's: A. T. Matthews
Cascade Electric Co.

RECEIVED
MAY 11 1960
STATE [illegible]

san francisco 3, calif. • 389 clementina st. ECONOLITE CORPORATION *seattle 1, washington • 314 lloyd building*

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JAN 29 1960
FOR FILING
123-1610
5566

A

January 29, 1960

Cascade Electric Company
4636 North Williams Avenue
Portland 17
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5566, awarded December 16, 1959, for the Johnson Creek Blvd., and Kings Road Traffic Signals on Flavel St.-Clackamas Overcrossing Section of the Cascade Secondary Highway in Clackamas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

A

RECEIVED
DEC 17 1959
FOR FILING

23-1610

5366

December 16, 1959

Cascade Electric Company
2125 N. Vancouver Avenue
Portland 17, Oregon

Gentlemen:

The State Highway Commission on December 16, 1959 awarded to you State Highway Contract No. 5566 for installation of traffic signals on the Cascade Highway (82nd Avenue, Portland) in Clackamas County.

This award was based on your bid of $17,544.00, which was the low bid submitted to the Commission on December 8, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms
cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Merchant

RECEIVED
DEC 15 1959
FOR FILING

103-1610

5566

December 11, 1959

Mr. Harold F. Juedes, Secretary
Milwaukie Rural Fire Protection
District No. 56
8715 S. W. 91st Avenue
Portland 66, Oregon

Dear Mr. Juedes:

A representative of this office contacted you on December 3, regarding the possible installation of a pushbutton circuit in the fire station at 10539 S. E. Fuller Road in order to pre-empt the traffic signal to be installed at S. E. 82nd Avenue and King Road. It was explained to you at this meeting that the approximate cost of incorporating this feature would amount to $2,500 and that the Highway Commission would not participate in this cost.

It has been the experience of this Department that the most effective means for fire equipment to enter a signalized intersection is through the normal use of the equipment's flashing red light and siren. Pre-emption of the traffic signal disrupts the normal sequence of colors and confuses the vehicular driver, thereby creating an accident situation. The traffic signal to be installed at this intersection is traffic actuated with detectors in each street so that the amount of green time to each street is regulated by the number of vehicles. Under this type of operation the delay to traffic from Fuller Road wanting to proceed on S. E. 82ns Avenue would be 60 seconds or less under average traffic conditions.

A vehicle detector for Fuller Road has also been included on the signal plans to permit vehicles on Fuller Road to obtain the green indication when there are no traffic actuations on King Road.

If there are any further questions concerning this traffic signal, please advise.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. F. B. Crandall
Mr. Ivan D. Merchant
Mr. A. E. Johnson

VPJ:pk:bf gm

FORM E-30X—50M—2 59—18190

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

December 7, 1959

SUBJECT: Request for Fire Pre-Emption
S. E. 82nd Avenue at King Road

To: L. E. George
Traffic Operations Engr.
Office

On December 3, 1959, Mr. Harold F. Juedes, Secretary, Milwaukie Rural Fire District No. 56, was contacted regarding his letter dated November 27, 1959, to the Oregon State Highway Commission requesting information on pre-empting the proposed signal at the above mentioned location. Mr. Juedes stated that all he wanted was information, and that he did not know the Commission's policy on such a request. It was explained to Mr. Juedes that because of the type of signal to be installed at this intersection, it would necessitate some very complicated pre-emption equipment and would cost approximately $2,500. It was also explained to Mr. Juedes that the Commission would not pay for any part of this work.

The writer also explained the type of signal operation to Mr. Juedes, and stated that the greatest possible delay to the fire trucks would be approximately 90 seconds.

The fire station is located approximately 500 feet south of King Road on Fuller Road, and there are telephone poles in the vicinity to carry the pushbutton circuit.

Mr. Juedes stated that he would explain to the Fire District Board at a meeting Monday, December 7, 1959, the cost for pre-emption and the type of signal operation. He did not know whether the Board would be willing to appropriate money for the pre-emption features. The writer attempted to discourage the use of the pre-emption circuit but stated that if the fire district feels that they still want to go ahead with their plans that they should contact Mr. Val Johnson, Traffic Control Engineer of this office.

Mr. Juedes requested that this Department write a letter to him expressing our viewpoints on the use of fire pre-emption equipment at signalized intersections. Attached is a letter to Mr. Juedes which covers this Department's recommendations.

William Zirbes

William Zirbes
Signal Engineer

WRZ:jj
Attachment

RECEIVED
NOV 30 1959
FOR FILING

Harold F. Juedes, Secretary
Milwaukie Rural Fire
Protection District NO-56
8715 S. E. 91 St. Ave.
Portland 66, Oregon
November 27,1959

Oregon State Highway Commission
State Of Oregon
Salem, Oregon

Dear Gentlemen:

We understand that the Highway Commission is planning on installing a signal light at the intersection of 82-Nd. St. and King Rd. Would it be possible for you to run a wire from the signal light to the fire station , located at 10539 S. E. Fuller Rd.?This is only a short distance . By this means the firemen could press a button, just before pulling out of station , to cause the red light to go on at 82*nd St . thereby giving them an opportunity to get on to the street so they could get to the fire much faster .

The entire area directly east of the fire station is now a part of the rural district .

Thanking you for your cooperation in this worthwhile cause .

Yours truly,
Harold F. Juedes
Harold F. Juedes
Secretary

Copy to
Mr. Crandall:—
"If this is feasible
the Fire District
should pay any
additional cost."
GSP

NOTED
G. S. PAXSON

RECEIVED
NOV 30 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 30 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1959
FOR FILING

October 28, 1959

6822

Mrs. Stanley Ehn
President, Battin P.T.A.
8604 S. E. Cornwell Ave.
Portland 66, Oregon

#5566

Dear Mrs. Ehn:

This is in response to your letter of October 23 concerning the installation of traffic signals on 82nd Avenue at Johnson Creek Boulevard and at King Road.

A check was made with the Traffic Engineering Division, who advise us that plans are being prepared but construction has been delayed due to difficulties in securing an easement to install the poles necessary for the signals.

It is planned that the project will be offered for bids at the bid opening which is scheduled for the latter part of November.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:ms

NOTED
P. M. STEPHENSON

October 23, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon

Dear Mr. Query:

In April of this year the Lot Whitcomb and Battin School P.T.A.'s wrote you letters requesting that signal lights be installed on 82nd Ave. at King Road and at Johnson Creek Boulevard, and that push button signals be installed at the intersection of Cornwell and 82nd Avenue and at the intersection of Otty Road and 82nd Avenue.

We received your letter dated June 10, 1959 stating that seven intersections were studied but only two of these intersections warranted traffic signal installations. The Commission approved the installation of traffic signals on 82nd Avenue at Johnson Creek Blvd. and at King Road, but so far they have not been istalled. Will you please inform us the date they are to be installed.

Very truly yours,
Mrs. Stanley Ehn
President
Battin P.T.A.

Val Johnson says

1. Plans are ready.
2. Held up due to R.of W easement to place poles.
3. Hope to contract job at next bid call.

RECEIVED
OCT 26 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 24 1959
FOR FILING

682

8326 S.E. Cornwell Ave.
Portland, 66, Oregon
June 22, 1959.

Mr. Floyd Query, Secretary
Oregon State Highway Department,
State Highway Building,
Salem, Oregon.

NOTED
FLOYD QUERY

Dear Mr. Query,

As President of Bitten P.T.A., on behalf of the association, I wish to extend our sincere thanks for your action in obtaining the signal lights at King Road and Johnson Creek Boulevard on 82nd Ave. We hope at some future date the highway commission will reconsider pedestrian crossings at Otty Road and at Cornwell. As many of our neighborhood children attend the Kendall Community Church at 80th and Cornwell and it is almost impossible at times, especially Sunday, to cross 82nd Ave. We certainly appreciate what you have done for us.

Sincerely,
Mrs Rodney Martin.
Pres. Batten P.T.A.

RECEIVED
JUN 24 1959
FOR FILING

5/28
NOA

June 10, 1959

Mrs. Rodney Martin, President
Battin School P. T. A.
8440 S. E. Battin Road
Portland 66, Oregon

6822

Dear Mrs. Martin:

In April of this year similar if not identical letters were received from the Lot Whitcomb P. T. A. and the Battin School P. T. A. requesting that signal lights be installed on 82nd Avenue at King Road and at Johnson Creek Boulevard, and that push button signals be installed at the intersection of Cornwell and 82nd Avenue and at the intersection of Otty Road and 82nd Avenue.

These requests were referred to the Traffic Engineering Division for investigation, and on May 28 the Highway Engineer presented to the Highway Commission the facts determined by the investigation. Seven intersections were studied but it was found that according to national standards only two of these intersections warranted traffic signal installations. The Commission approved the installation of traffic signals on 82nd Avenue at Johnson Creek Boulevard and at King Road.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: Hon. Mark O. Hatfield
Governor of Oregon
Capitol Building
Salem, Oregon

June 10, 1959

Mrs. Fred Kramer, President
Lot Whitcomb P. T. A.
7010 S. E. Lamphier Street
Portland, Oregon

Dear Mrs. Kramer:

In April of this year similar if not identical letters were received from the Lot Whitcomb P. T. A. and the Battin School P. T. A. requesting that signal lights be installed on 82nd Avenue at King Road and at Johnson Creek Boulevard and that push button signals be installed at the intersection of Cornwell and 82nd Avenue and at the intersection of Otty Road and 82nd Avenue.

These requests were referred to the Traffic Engineering Division for investigation, and on May 28 the Highway Engineer presented to the Highway Commission the facts determined by the investigation. Seven intersections were studied but it was found that according to national standards only two of these intersections warranted traffic signal installations. The Commission approved the installation of traffic signals on 82nd Avenue at Johnson Creek Boulevard and at King Road.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: Hon. Mark O. Hatfield
Governor of Oregon
Capitol Building
Salem, Oregon

RECEIVED
MAY 28 1959
FOR FILING

May 28, 1959

Oregon State Highway Commission

Gentlemen:

Over a period of the last several years, we have had requests for installation of traffic signals at various intersecting crossstreets on the section of S. E. 82nd Avenue ([illegible]213) between Flavel Street (Portland city limits) and King Road to the south. The most recent requests were received from the Battin School P.T.A. and the Lot Whitcomb School P.T.A. These recent requests were also brought to the attention of Governor Hatfield and Senators Sweetland and Groner.

As an outgrowth of these requests, a rather comprehensive study has been made on all principal crossstreets on the Flavel Street-King Road Section of S. E. 82nd Avenue in order to evaluate the warrant for signalization at the sundry intersections. Of the some seven intersections studied, only two warrant signalization, namely, Johnson Creek Boulevard and King Road. In both instances, the signals should be of the full-actuated type, and in the case of the King Road intersection, should be a three-phase full-actuated signal by reason of the left-turn channelization.

The estimated cost of these two installations is $10,000 and $12,000 for Johnson Creek Boulevard and King Road respectively. Both of these intersections are on a state highway outside the corporate city limits of Portland, and installation and subsequent maintenance costs would have to be borne 100 per cent by the State Highway Department.

It is recommended that the signal installations be made at the two intersections at a total estimated cost of $24,000. There are sufficient monies in Betterment Funds for signals to cover this if approved.

This matter will be on the agenda at the forthcoming meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. P. M. Stephenson

FBC:njs:ae

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
May, 1959

INVESTIGATION OF WARRANT FOR TRAFFIC SIGNALS
Cascade Highway - South of Portland

Recommendation:

As a result of this investigation the following recommendations are made:

1. That two-phase fully-actuated traffic signals be installed at the Johnson Creek Blvd. intersection at an estimated cost of $10,000.
2. That three-phase fully-actuated traffic signals be installed at the King Road intersection at an estimated cost of $12,000.
3. That no other traffic signals be installed on this section of the Cascade Highway at the present time.

Historical Background:

This section has a ten-year history of requests for the installation of traffic signals at various intersections. In the past all such requests have been denied.

This investigation was conducted in response to requests submitted by Mrs. Rodney Martin, President, Battin School P.T.A., 8440 S. E. Battin Road, Portland 66, and Mrs. Fred Kramer, President, Lot Whitcomb School P.T.A., 7010 S. E. Lamphier Street, Portland. Copies of the letters of request were also sent to the Governor's Office and to Senator Richard E. Groener.

Investigation:

The section of the Cascade Highway investigated extends for a distance of one and one-half miles south from the south city limits of Portland. The area traversed is suburban in character with the highway frontage being lined with business establishments and the adjacent area being residential. There is an almost complete lack of flanking north-south streets. Thus, the highway must serve as a distribution street throughout this section. Throughout most of the section the highway is 56 feet between curbs and provides for four lanes of moving traffic and two parallel parking lanes. In the southerly part of the section at the King Road intersection, the curb-to-curb width is 80 feet and left turn refuges are provided. The designated speed throughout the section is 35 MPH. The 1957 ADT was approximately 12,000 vehicles.

The letters prompting this investigation specifically asked that standard traffic signals be installed at the Johnson Creek Blvd. and King Road intersections and that pedestrian signals be installed at the Cornwell Street and Otty Road intersections. It was decided to extend the investigation to include all of the primary intersections within the section with the purpose of determining the warrant for the installation of an interconnected traffic signal system to control traffic throughout the section.

Manual vehicle and pedestrian counts were taken at seven intersections during the first two weeks of May, 1959. The results of the counts are summarized in the table below:

Intersection	Vehicles Entering From 1/ Highway	Vehicles Entering From 1/ Cross Street	Ped. Crossing Highway 2/
Crystal Springs Blvd.	15,491	193	68
Luther Street	14,927	436	29
Cornwell Street	15,771	356	29
Johnson Creek Blvd.	15,171	1,026	9
Lamphier Street	14,181	366	13
Otty Road	14,459	634	43
King Road	12,889	1,912	28

1/ 24-hour volume
2/ 16-hour volume

The table immediately reveals that with the exception of the Johnson Creek Blvd. and King Road intersections, the cross-street volumes are extremely low. Even at these two intersections the cross-street vehicles represent a very small percentage of the total entering volumes. The pedestrians volumes at all intersections are too low to warrant special consideration.

In the table below the accident record for the various intersections is portrayed for the period from October 1, 1955 (Date the highway was widened to four lanes) to March 31, 1959:

Intersection	Total Acc.	Persons Killed	Persons Injured	Preventable Accidents 1/
Crystal Springs Blvd.	9	0	6	7
Luther Street	9	1	1	4
Cornwell Street	11	0	12	3
Johnson Creek Blvd.	22	0	4	7
Lamphier Street	8	0	10	4
Otty Road	6	0	0	3
King Road	13	0	5	7

1/ Accidents which might have been prevented by traffic signals.

When the three and one-half year period of coverage is considered it is evident that, in terms of total accidents, only the Johnson Creek Blvd. intersection has experienced an inordinately high accident record. The severity has been relatively high at all intersections. There were no reported pedestrian accidents at any of the intersections studied.

In the accompanying table conditions at the several intersections are compared with the standard warrants for the installation of traffic signals at urban intersections. Although these intersections are outside of the corporate limits of the city of Portland, their traffic characteristics are more urban and rural. From the table it is found that the Johnson Creek Blvd. and King Road intersections meet the Interrruption of Continuous Traffic Warrant. None of the other intersections meet or even closely approach any of the warrants.

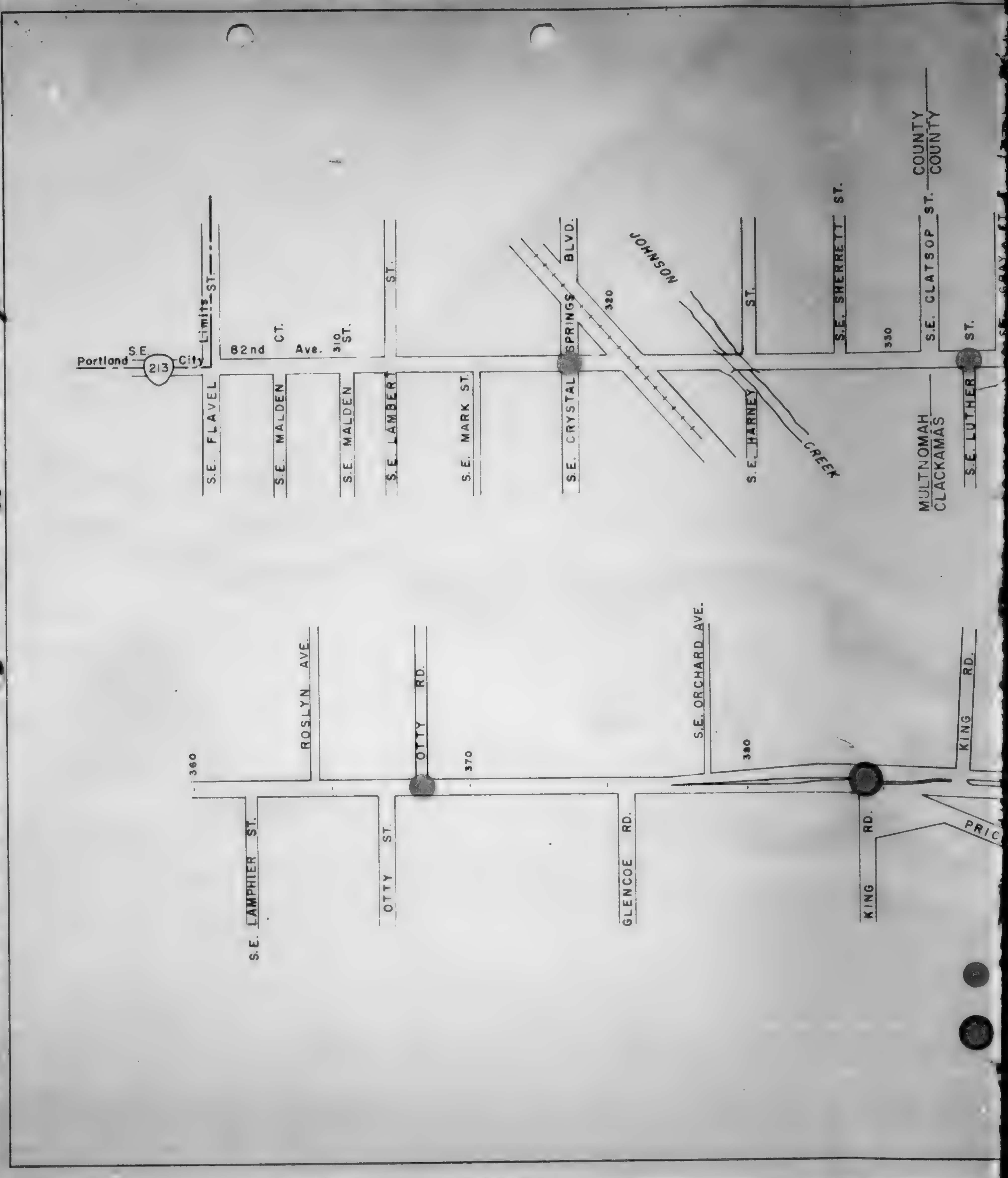
At some time it will be necessary to extend the existing progressive signal system on the Cascade Highway in the city of Portland south through the area investigated. A logical selection of intersections for such an extension would be Crystal Springs Blvd., Luther Street, Johnson Creek Blvd. and Lamphier Street. In terms of traffic service and spacing such a selection would provide optimum signal operation. The King Road intersection, because of its left-turn refuge, if signalized, would best be operated as a fully-actuated installation.

Consideration has been given to the establishment of such a system at the present time. However, the cross-street volumes are so low that if a fixed-time system were used, the cross-street green intervals (whose length would be based upon the needs of an occasional pedestrian) would appear intolerably long to the motorist stopped on the Cascade Highway. With such low cross-street volumes a large percentage of the cross-street green intervals would not be used by either vehicles or pedestrians. If an interconnected actuated system were installed delays to highway traffic would, in theory, be minimized but there would be so few cross-street actuations that the signals would have no effect insofar as the "platooning" of highway traffic was concerned.

A fixed-time signal system would serve to control the speed of traffic on the Cascade Highway through the section. It would also facilitate entrance into, or crossing of, the highway at the signalized intersections. It is not believed that these benefits are of sufficient magnitude to warrant the installation. There is a common belief that a progressive signal system facilitates the movement of cross traffic through opening "holes" in the main traffic stream. This is fallacious. A progressive signal system is designed in such a way that platoons of vehicles moving in opposite directions meet at a signalized intersection. Thus, the platoons are offset in the intermediate space with the degree of the offset varying with the distance from a signal. Under high volume conditions the size of the platoons increase to the point that signals increase rather than alleviate the difficulties of the driver or pedestrian at an intermediate intersection.

In summary, cross-street volumes at the majority cf the intersections studied are too low to warrant the installation of a signal system. Pedestrian signals were requested at the Cornwell Street and Otty Road intersections, but investigation disclosed that very few pedestrians cross the Cascade Highway at these points. There is warrant for fully-actuated signals at the Johnson Creek Blvd. and King Road intersections.

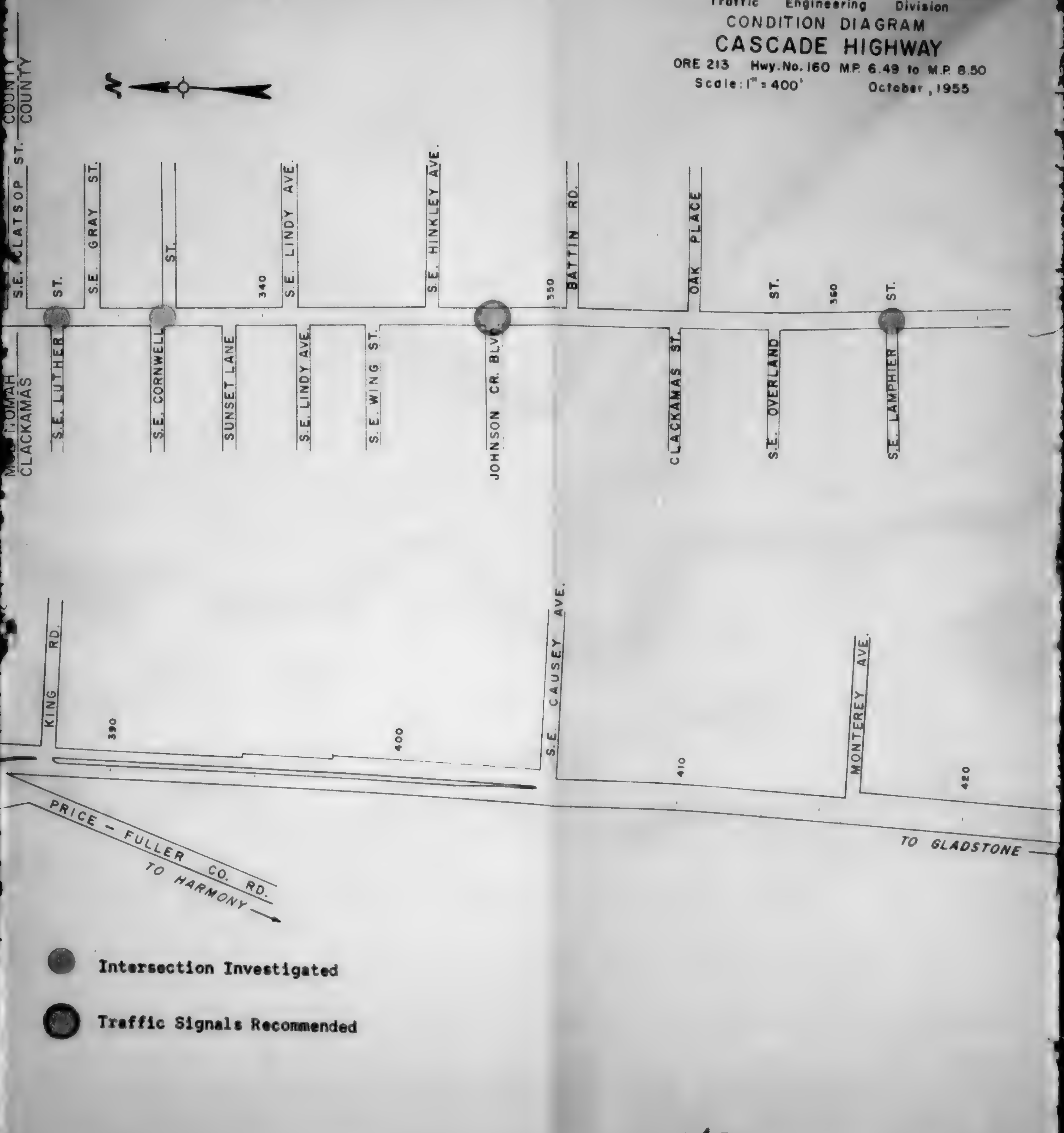
VPJ:pk


Portland S.E. City Limits
213
82nd Ave.
S.E. FLAVEL ST.
S.E. MALDEN CT.
S.E. MALDEN ST.
310
S.E. LAMBERT ST.
S.E. MARK ST.
S.E. CRYSTAL SPRINGS BLVD.
320
JOHNSON CREEK
S.E. HARNEY ST.
S.E. SHERRETT ST.
330
S.E. CLATSOP ST.
MULTNOMAH COUNTY
CLACKAMAS COUNTY
S.E. LUTHER ST.
S.E. GRAY
360
S.E. LAMPHIER ST.
ROSLYN AVE.
OTTY RD.
OTTY ST.
370
GLENCOE RD.
S.E. ORCHARD AVE.
380
KING RD.
KING RD.
PRIC

OREGON STATE HI[illegible]AY DEPARTMENT
Traffic Engineering Division
CONDITION DIAGRAM

CASCADE HIGHWAY

ORE 213 Hwy. No. 160 M.P. 6.49 to M.P. 8.50
Scale: 1" = 400' October, 1955

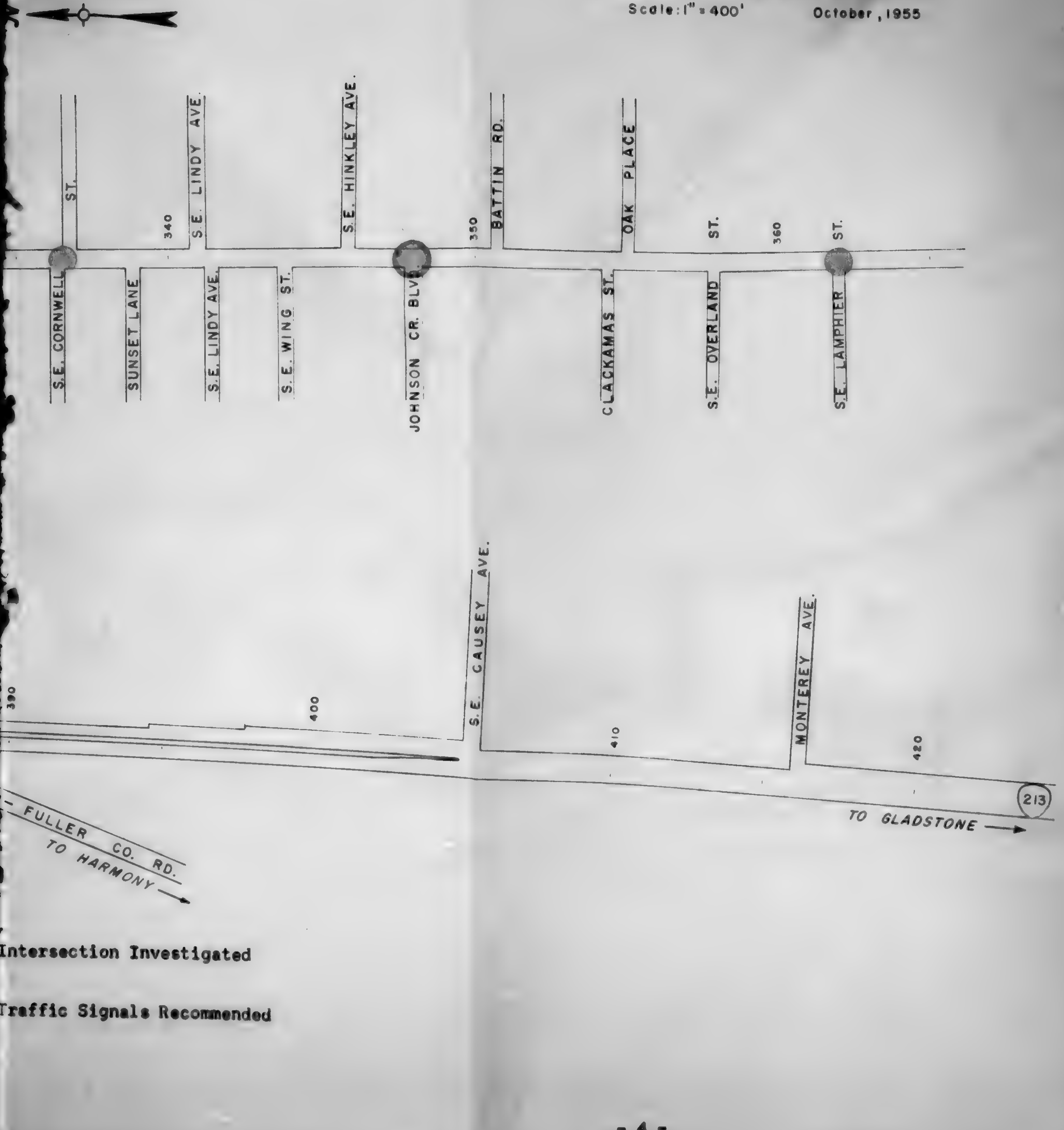

N
MULTNOMAH COUNTY
CLACKAMAS COUNTY
S.E. CLATSOP ST.
S.E. GRAY ST.
ST.
340
S.E. LINDY AVE.
S.E. HINKLEY AVE.
350
BATTIN RD.
OAK PLACE
ST.
360
ST.
S.E. LUTHER
S.E. CORNWELL
SUNSET LANE
S.E. LINDY AVE.
S.E. WING ST.
JOHNSON CR. BLVD.
CLACKAMAS ST.
S.E. OVERLAND
S.E. LAMPHIER
KING RD.
390
400
S.E. CAUSEY AVE.
410
MONTEREY AVE.
420
PRICE - FULLER CO. RD.
TO HARMONY
TO GLADSTONE
● Intersection Investigated
● Traffic Signals Recommended

OREGON STATE HI AY DEPARTMENT
Traffic Engineering Division

CONDITION DIAGRAM

CASCADE HIGHWAY

ORE 213 Hwy. No. 160 M.P. 6.49 to M.P. 8.50
Scale: 1" = 400' October, 1955



ST.
S.E. LINDY AVE.
S.E. HINKLEY AVE.
BATTIN RD.
OAK PLACE
ST.
ST.
340
350
360
S.E. CORNWELL
SUNSET LANE
S.E. LINDY AVE.
S.E. WING ST.
JOHNSON CR. BLVD.
CLACKAMAS ST.
S.E. OVERLAND
S.E. LAMPHIER
S.E. CAUSEY AVE.
MONTEREY AVE.
390
400
410
420
213
TO GLADSTONE
FULLER CO. RD.
TO HARMONY

Intersection Investigated

Traffic Signals Recommended

3313

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
May, 1959

TRAFFIC SIGNAL WARRANT COMPARISONS
Cascade Hwy. - South of Portland

Item	Crystal Springs Blvd.	Luther Street	Cornwell Street	Johnson Creek Blvd	Lamphier Street	Otty Road	King Road	Minimum Warrant
Total Volume Warrant:								
Ave. Hourly Total Volume (Max. 8 Hrs.)	1,068	1,065	1,108	1,093	979	1,032	992	750
Ave. Hourly Cross-Street Volume (Max. 8 Hrs.)	12	27	23	72	25	44	132	175
Pedestrian Warrant:								
Ave. Hourly Ped. Volume Across Main St. (Max. 8 Hrs.)	8	4	3	1	1	5	3	250
Ave. Hourly Veh. Volume on Main St. (Max. 8 Hrs.)	976	951	894	912	837	936	744	600
Interruption of Continuous Traffic Warrants:								
Ave. Hourly Veh. Volume on Main St. (Max. 8 Hrs.)	1,006	951	1,046	1,013	906	961	853	750
Ave. Hourly Combined Volume Across Main St. (Max. 8 Hrs.)	22	35	27	75	27	47	128	75
Accident Warrant:								
Preventable Accidents (Last 12 Months)	2	2	1	0	0	0	4	5

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE April 30-May 1, 1959

DAY OF WEEK Thurs. & Fri.

ACTUAL COUNT (VEH.) 16 HRS.

HOURS COUNTED 6 a.m. - 10 p.m.

PEDESTRIAN COUNT 16 HRS.

HOURS COUNTED 6 a.m. - 10 p.m.

WEATHER

CITY OF Portland

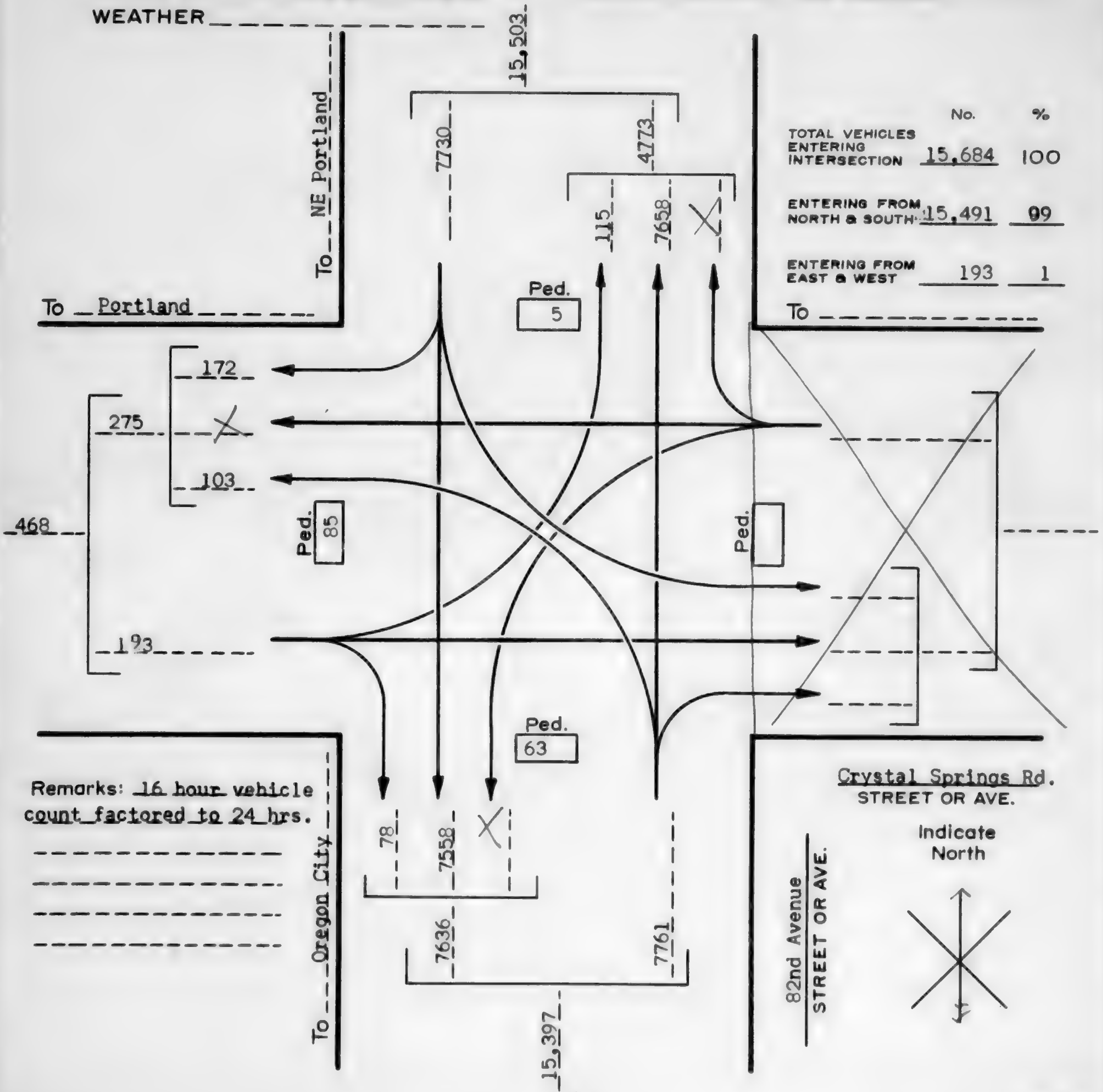
INTERSECTION OF Crystal Springs Road

AND 82nd Avenue

STATION NO.

CODE NO.

CLASSIFICATION All Vehicles


15,503
To NE Portland
7730
4773
115
7658
X
Ped. 5
To Portland
172
275
X
103
468
Ped. 85
193
Ped.
To
Ped. 63
78
7558
X
7636
7761
To Oregon City
15,397
Indicate North

	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	15,684	100
ENTERING FROM NORTH & SOUTH	15,491	99
ENTERING FROM EAST & WEST	193	1

Remarks: 16 hour vehicle count factored to 24 hrs.

Crystal Springs Rd.
STREET OR AVE.

82nd Avenue
STREET OR AVE.

12-55

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE May 5, 1959

DAY OF WEEK Tuesday

ACTUAL COUNT (VEH.) 16 HRS.

HOURS COUNTED 6 a.m. - 10:00 p.m.

PEDESTRIAN COUNT 16 HRS.

HOURS COUNTED 16 a.m. - 10 p.m.

WEATHER

CITY OF

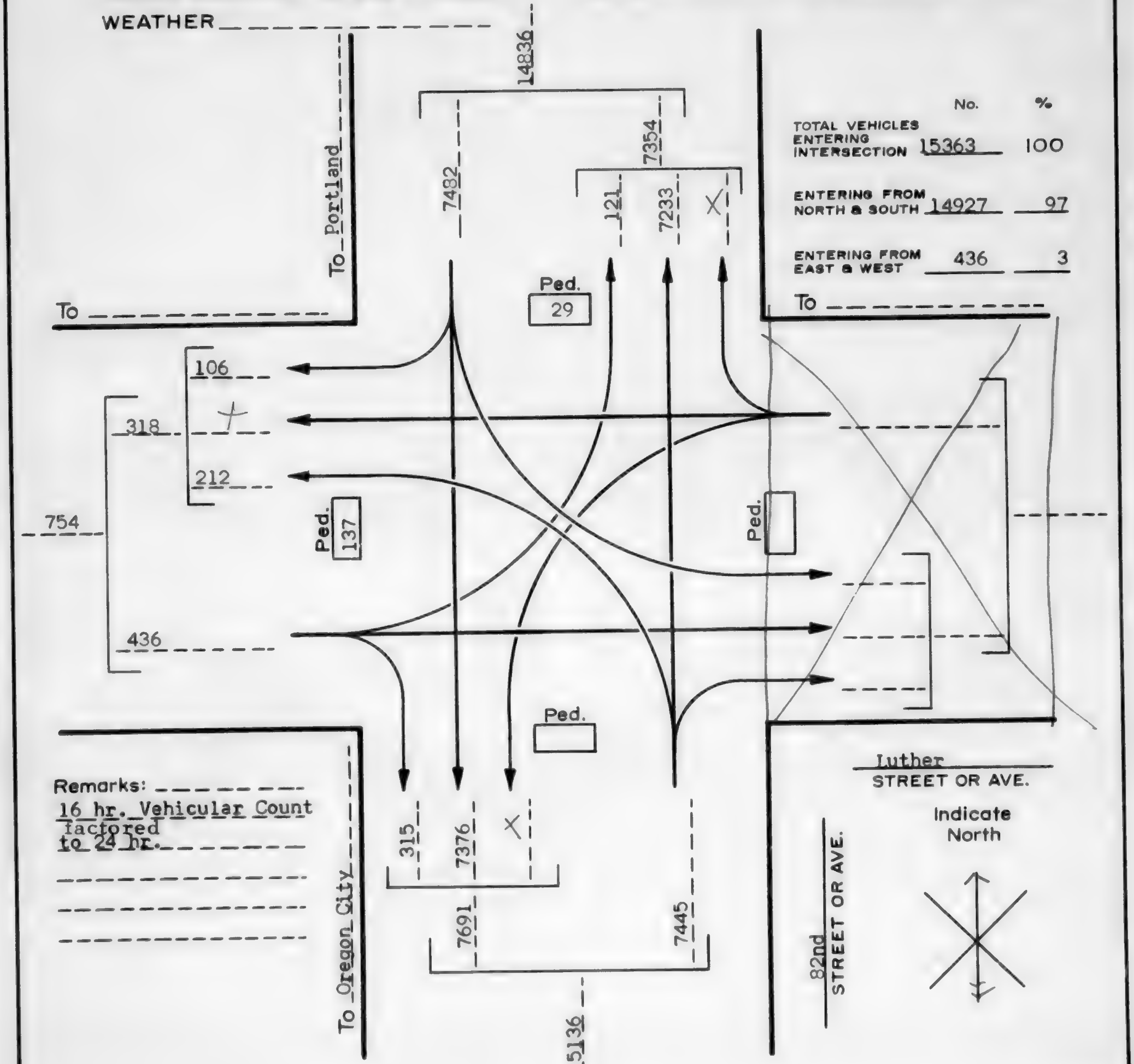
INTERSECTION OF 82nd Avenue

AND Luther St

STATION NO.

CODE NO.

CLASSIFICATION All vehicles


14836
7482
7354
121
7233
X
To Portland
To
Ped.
29
106
318
212
754
Ped.
137
436
Ped.
Ped.
To
315
7376
X
7691
7445
15136
To Oregon City
Luther
STREET OR AVE.
82nd
STREET OR AVE.
Indicate North

	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	15363	100
ENTERING FROM NORTH & SOUTH	14927	97
ENTERING FROM EAST & WEST	436	3

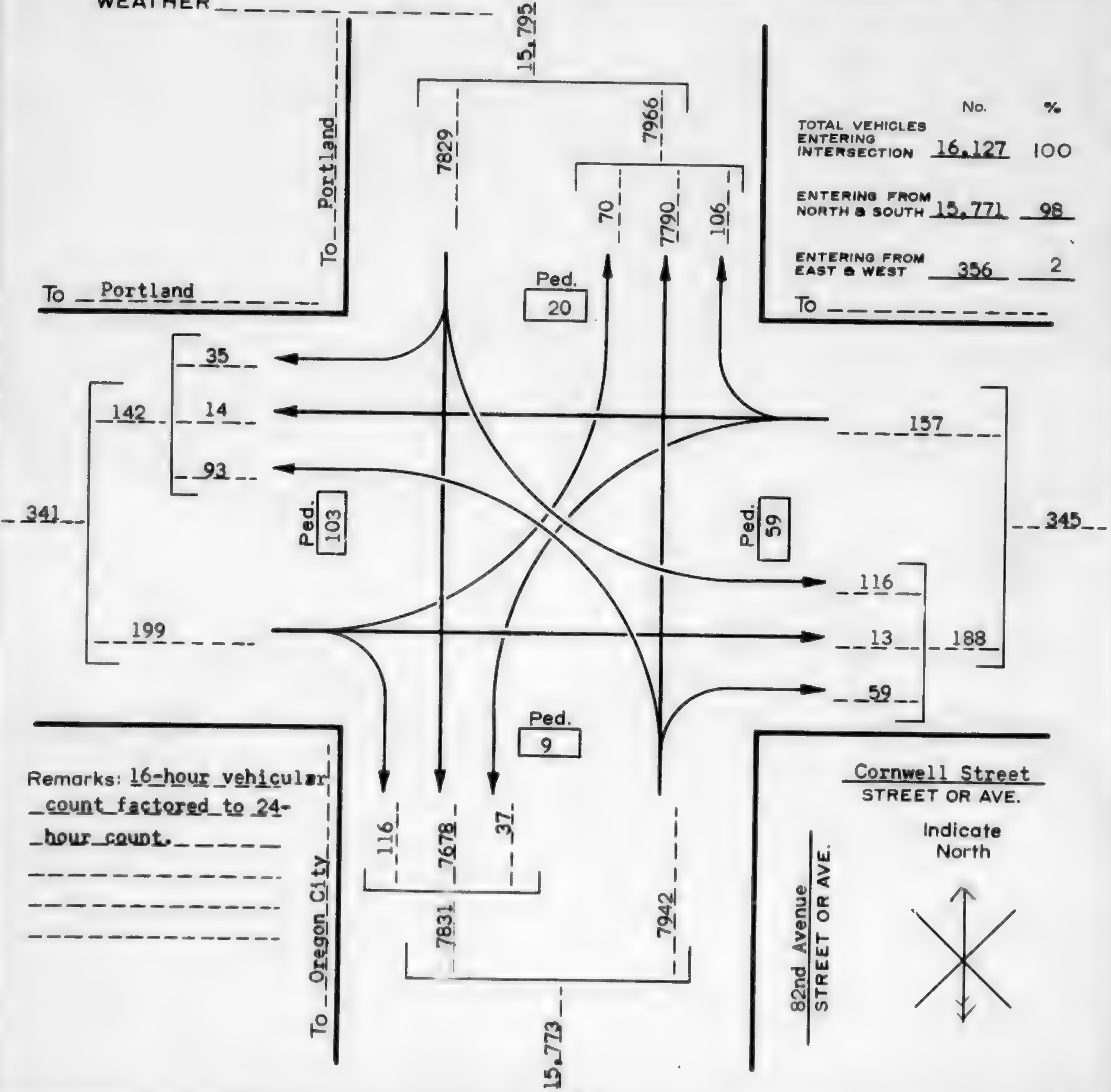
Remarks:
16 hr. Vehicular Count factored to 24 hr.

12-55

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE May 6 & 7, 1959
DAY OF WEEK Wednesday & Thursday
ACTUAL COUNT (VEH.) 16 HRS.
HOURS COUNTED 6 a.m. to 10 p.m.
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6 a.m. to 10 p.m.
WEATHER

CITY OF Portland
INTERSECTION OF Cornwell Street
AND 82nd Avenue
STATION NO.
CODE NO.
CLASSIFICATION All Vehicles


15,795
7829
7966
70
7790
106
To Portland
To Portland
Ped. 20
35
14
93
142
341
Ped. 103
Ped. 59
157
345
116
13
59
188
199
Ped. 9
116
7678
37
7831
7942
15,773
To Oregon City
To
Indicate North

	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	16,127	100
ENTERING FROM NORTH & SOUTH	15,771	98
ENTERING FROM EAST & WEST	356	2

Remarks: 16-hour vehicular count factored to 24-hour count.

Cornwell Street
STREET OR AVE.

82nd Avenue
STREET OR AVE.

12-55

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE May 12, 1959

DAY OF WEEK Tuesday

ACTUAL COUNT (VEH.) 16 HRS.

HOURS COUNTED 6 AM - 10 PM

PEDESTRIAN COUNT 16 HRS.

HOURS COUNTED 6 AM - 10 PM

WEATHER Clear

CITY OF

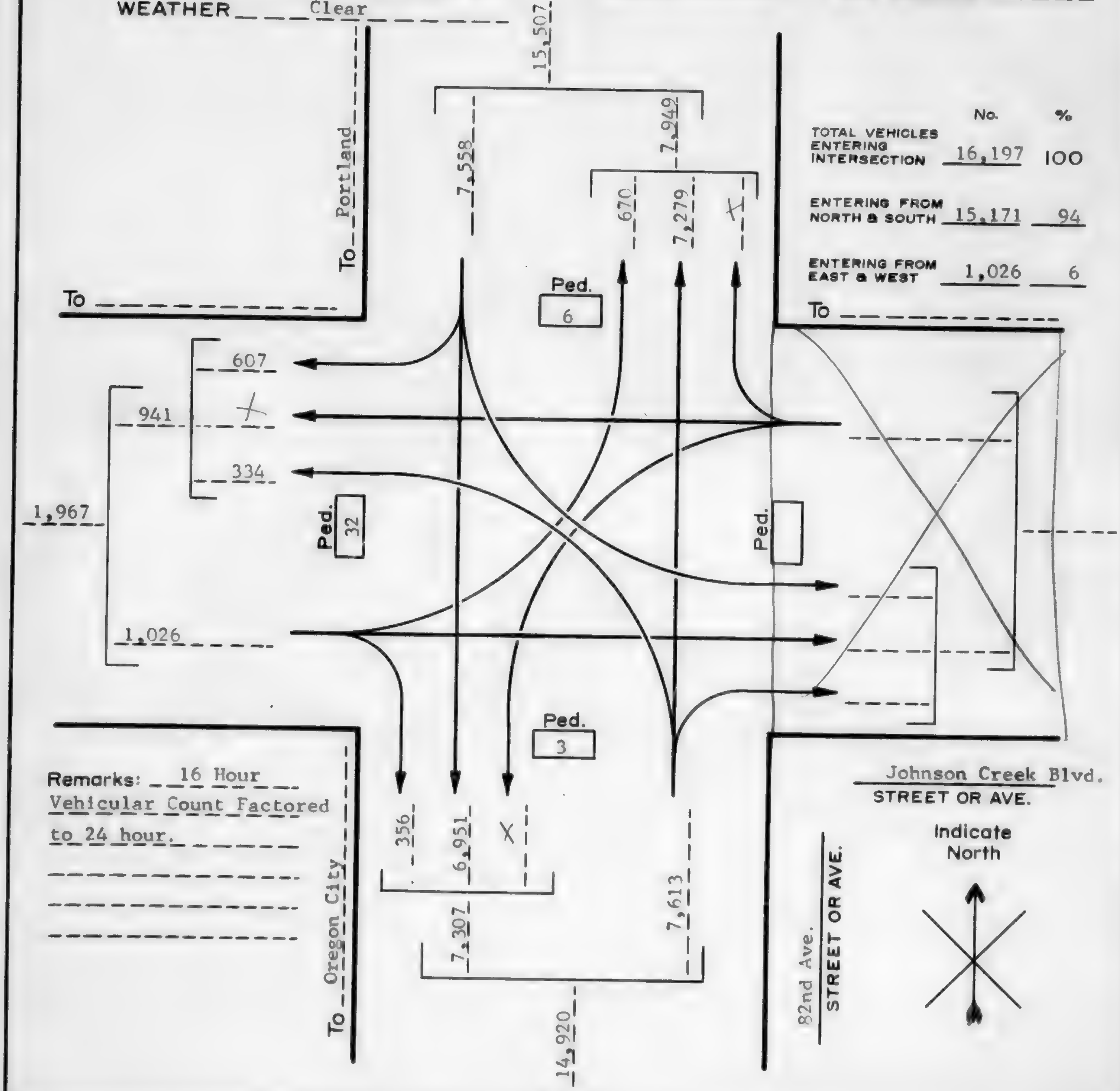
INTERSECTION OF 82nd Ave.

AND Johnson Creek Blvd.

STATION NO.

CODE NO.

CLASSIFICATION All Vehicles


15,507
7,558
7,949
670
7,279
X
To Portland
To
To
Ped.
6
607
X
941
334
1,967
Ped.
32
Ped.
1,026
Ped.
3
356
6,951
X
7,307
7,613
14,920
To Oregon City
Indicate North

	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	16,197	100
ENTERING FROM NORTH & SOUTH	15,171	94
ENTERING FROM EAST & WEST	1,026	6

Remarks: 16 Hour Vehicular Count Factored to 24 hour.

Johnson Creek Blvd.
STREET OR AVE.

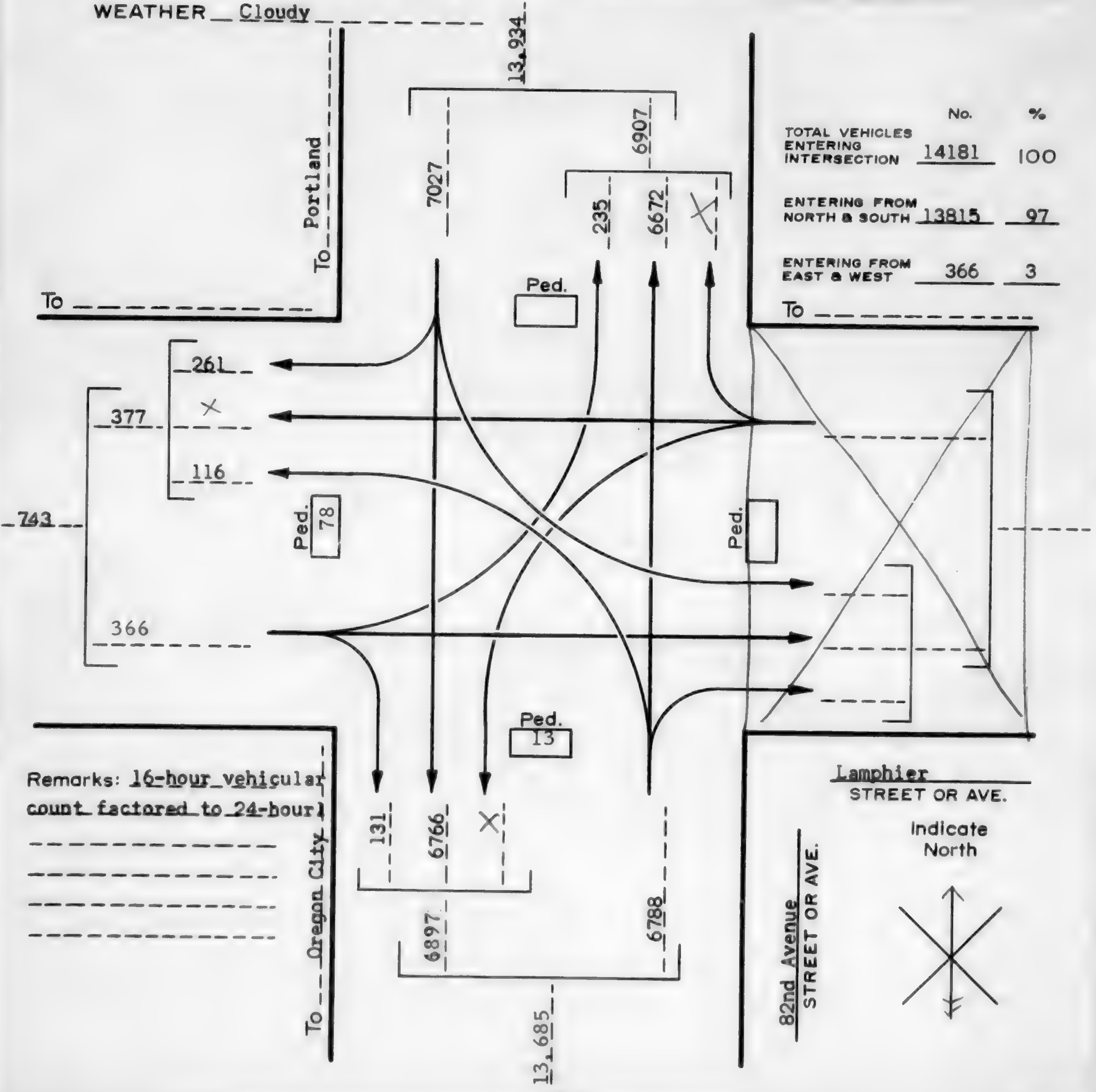
82nd Ave.
STREET OR AVE.

12-55

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE May 5, 1959
DAY OF WEEK Tuesday
ACTUAL COUNT (VEH.) 16 HRS.
HOURS COUNTED 6 a.m. to 10 p.m.
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6 a. m. to 10 p.m.
WEATHER Cloudy

CITY OF
INTERSECTION OF 82nd Avenue
AND Lamphier Street
STATION NO.
CODE NO.
CLASSIFICATION All Vehicles


13,934
7027
6907
235
6672
X
To Portland
To
Ped.
261
X
377
116
743
Ped. 78
Ped.
366
Ped. 13
131
6766
X
6897
6788
13,685
To Oregon City
To
Indicate North

	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	14181	100
ENTERING FROM NORTH & SOUTH	13815	97
ENTERING FROM EAST & WEST	366	3

Remarks: 16-hour vehicular count factored to 24-hour.

Lamphier STREET OR AVE.

82nd Avenue STREET OR AVE.

12-55

OREGON STATE HIGHWAY DEPARTMENT

Traffic Engineering Division

TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE May 7, 1959

DAY OF WEEK Thursday

ACTUAL COUNT (VEH.) 16 HRS.

HOURS COUNTED 6 a.m. - 10 p.m.

PEDESTRIAN COUNT 16 HRS.

HOURS COUNTED 6 a.m. - 10 p.m.

WEATHER Cloudy - Clear

CITY OF

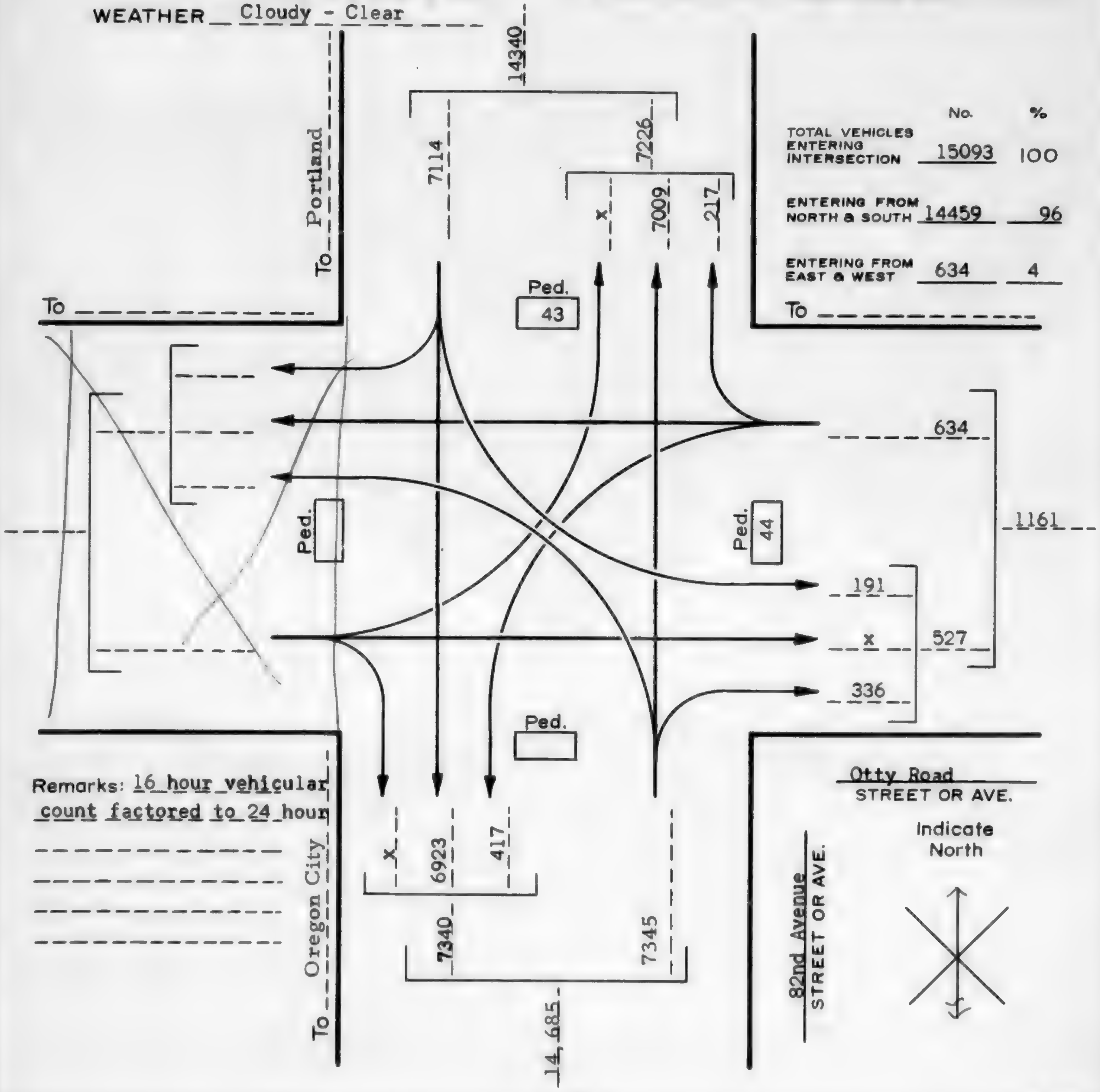
INTERSECTION OF 82nd Avenue

AND Otty Road

STATION NO.

CODE NO.

CLASSIFICATION All Vehicles



14340
7114
7226
x
7009
217
Ped.
43
To Portland
To
634
1161
Ped.
44
Ped.
191
x
527
336
Ped.
x
6923
417
7340
7345
14,685
To Oregon City
To

	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	15093	100
ENTERING FROM NORTH & SOUTH	14459	96
ENTERING FROM EAST & WEST	634	4

Remarks: 16 hour vehicular count factored to 24 hour

Otty Road STREET OR AVE.

82nd Avenue STREET OR AVE.

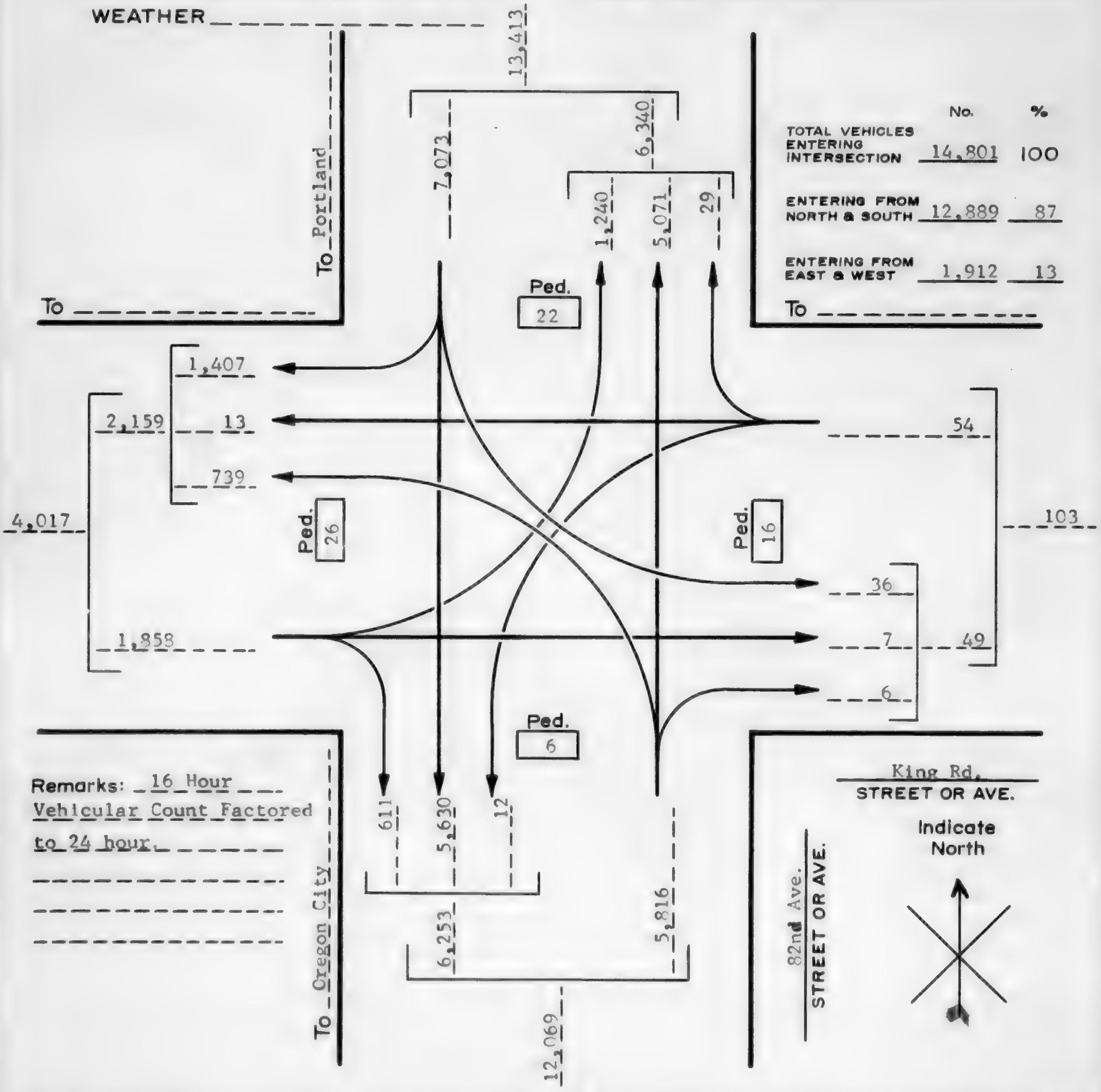
Indicate North

12-55

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE May 12, 1959
DAY OF WEEK Tuesday
ACTUAL COUNT (VEH.) 16 HRS.
HOURS COUNTED 6 AM - 10 PM
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6 AM - 10 PM
WEATHER

CITY OF
INTERSECTION OF 82nd
AND King Rd.
STATION NO.
CODE NO.
CLASSIFICATION All Vehicles


13,413
7,073
6,340
1,240
5,071
29
To Portland
To
To
Ped.
22
1,407
2,159
13
739
4,017
Ped.
26
Ped.
16
54
103
36
7
49
6
1,858
Ped.
6
611
5,630
12
6,253
5,816
12,069
To Oregon City
King Rd.
STREET OR AVE.
82nd Ave.
STREET OR AVE.
Indicate North

	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	14,801	100
ENTERING FROM NORTH & SOUTH	12,889	87
ENTERING FROM EAST & WEST	1,912	13

Remarks: 16 Hour Vehicular Count Factored to 24 hour.

12-55

Form E-40—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date May 5, 1959
Day of week Tuesday
Hours counted 6 a.m. to 10 p.m.
Weather Cloudy

Classification All Vehicles

City of
Intersection 82nd & Luther
Station number
Code number

	TIME	SUMMARY BY MOVEMENTS																	SUMMARY BY LEGS				PEDESTRIA
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	North	East	West	South	North
A. M.	6:00- 7:00			2	1	167	280					13	9	472	458	97	14	3					
	7:00- 8:00			8	1	492	555					17	17	1090	1072	98	18	2					
	8:00- 9:00			4	3	358	327					9	9	710	698	98	12	2					
	9:00-10:00			6	3	319	316					8	4	656	645	98	11	2					
	10:00-11:00			4	4	369	363					14	9	763	745	98	18	2					1
	11:00-12:00			10	4	367	389					20	11	801	777	97	24	3					
P. M.	12:00- 1:00			5	7	432	365					20	7	836	809	97	27	3					1
	1:00- 2:00			7	6	483	425					11	7	939	922	98	17	2					4
	2:00- 3:00			4	14	455	411					20	14	918	884	96	34	4					2
	3:00- 4:00			3	6	484	499					14	9	1015	995	98	20	2					2
	4:00- 5:00			5	13	625	623					26	14	1306	1267	97	39	3					9
	5:00- 6:00			6	8	709	571					29	24	1347	1310	97	37	3					6
	6:00- 7:00			11	6	451	477					27	12	984	951	97	33	3					3
	7:00- 8:00			7	9	394	475					23	14	922	900	98	22	2					
	8:00- 9:00			6	14	314	281					15	19	649	620	96	29	4					1
	9:00-10:00			8	11	286	218					20	14	557	526	94	31	6					
	10:00-11:00																						
	11:00-12:00																						
A. M.	12:00- 1:00																						
	1:00- 2:00																						
	2:00- 3:00																						
	3:00- 4:00																						
	4:00- 5:00																						
	5:00- 6:00																						
24-Hour total				106	121	7376	7233					315	212	15363	14927	97	436	3	14836		754	15136	
-Hour total																							
16 Hour total				96	110	6705	6575					286	193	13965	13569	97	396	3	13486		685	13759	29
Control																							
Factor																							

82nd St. is North and South
Luther St. is East and West

Tabulated by
Computed by
Checked by
Checked by

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

ay 5, 1959

eek Tuesday

unted 6 a.m. to 10 p.m.

Cloudy

Classification All Vehicles

City of

Intersection 82nd & Luther

Station number

Code number

SUMMARY BY MOVEMENTS																SUMMARY BY LEGS				PEDESTRIANS USING CROSSWALKS			
ast to orth	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	North	East	West	South	North	East	West	South
	2	1	167	280					13	9	472	458	97	14	3							3	
	8	1	492	555					17	17	1090	1072	98	18	2							5	
	4	3	358	327					9	9	710	698	98	12	2							2	
	6	3	319	316					8	4	656	645	98	11	2					1		2	
	4	4	369	363					14	9	763	745	98	18	2							6	1
	10	4	367	389					20	11	801	777	97	24	3					1		6	
	5	7	432	365					20	7	836	809	97	27	3					4		11	2
	7	6	483	425					11	7	939	922	98	17	2					2		4	
	4	14	455	411					20	14	918	884	96	34	4					2		5	
	3	6	484	499					14	9	1015	995	98	20	2					9		8	
	5	13	625	623					26	14	1306	1267	97	39	3					6		20	3
	6	8	709	571					29	24	1347	1310	97	37	3					3		27	7
	11	6	451	477					27	12	984	951	97	33	3							9	2
	7	9	394	475					23	14	922	900	98	22	2					1		15	3
	6	14	314	281					15	19	649	620	96	29	4							9	1
	8	11	286	218					20	14	557	526	94	31	6							5	
	106	121	7376	7233					315	212	15363	14927	97	436	3	14836		754	15136				
	96	110	6705	6575					286	193	13965	13569	97	396	3	13486		685	13759	29		137	19

82nd St. is North and South

Luther St. is East and West

Tabulated by

Computed by

Checked by

Checked by

Form E-46—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date April 30 & May 1, 1959

Day of week Thursday & Friday

Hours counted

Weather

Classification All vehicles

		SUMMARY BY MOVEMENTS																
	TIME	North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total
A. M.	6:00– 7:00				5		162	250				1	7	425	424	99	1	1
	7:00– 8:00				7	10	484	556				3	4	1064	1051	99	13	1
	8:00– 9:00				8	7	353	357				2	5	732	723	98	9	2
	9:00–10:00				6	5	377	356				5	4	753	743	98	10	2
	10:00–11:00				13	8	408	414				3	9	855	844	98	11	2
	11:00–12:00				10	8	380	415				6	5	824	810	98	14	2
P. M.	12:00– 1:00				10	3	390	429				4	2	838	831	99	7	1
	1:00– 2:00				5	6	422	426				4	10	873	863	98	10	2
	2:00– 3:00				10	9	398	407				6	8	838	823	98	15	2
	3:00– 4:00				13	9	540	519				9	4	1094	1076	98	18	2
	4:00– 5:00				11	11	653	750				5	3	1433	1417	99	16	1
	5:00– 6:00				20	14	657	526				7	7	1231	1210	98	21	2
	6:00– 7:00				20	5	493	494				7	10	1029	1017	98	12	2
	7:00– 8:00				7	3	466	480				4	9	969	962	99	7	1
	8:00– 9:00				8	4	384	306				3	2	707	700	99	7	1
	9:00–10:00				3	3	304	277				2	5	594	589	99	5	1
	10:00–11:00																	
	11:00–12:00																	
A. M.	12:00– 1:00																	
	1:00– 2:00																	
	2:00– 3:00																	
	3:00– 4:00																	
	4:00– 5:00																	
	5:00– 6:00																	
24-Hour total					172	115	7558	7658				78	103	15684	15491	99	193	1
....-Hour total					156	105	6871	6962				71	94	14259	14083	99	176	1
....-Hour total																		
Control																		
Factor																		

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82nd Avenue St. is North and South

Crystal Springs St. is East and West

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of Portland

Intersection Crystal Springs Rd. & 82nd Avenue

Station number

Code number

Classification All vehicles

S									SUMMARY BY LEGS				PEDESTRIANS USING CROSSWALKS			
East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	North	East	West	South	North	East	West	South
		1	7	425	424	99	1	1	417		13	420				1
		3	4	1064	1051	99	13	1	1057		24	1047			4	5
		2	5	732	723	98	9	2	725		22	717			7	
		5	4	753	743	98	10	2	744		20	742			3	
		3	9	855	844	98	11	2	843		33	834			13	8
		6	5	824	810	98	14	2	813		29	806			4	6
		4	2	838	831	99	7	1	832		19	825	3		13	11
		4	10	873	863	98	10	2	859		25	862			11	1
		6	8	838	823	98	15	2	824		33	819				7
		9	4	1094	1076	98	18	2	1081		35	1072	2		5	9
		5	3	1433	1417	99	16	1	1425		30	1411			4	7
		7	7	1231	1210	98	21	2	1217		48	1197			3	1
		7	10	1029	1017	98	12	2	1012		42	1004			4	1
		4	9	969	962	99	7	1	956		23	959			4	5
		3	2	707	700	99	7	1	702		17	695			6	1
		2	5	594	589	99	5	1	587		13	588			4	
		78	103	15684	15491	99	193	1	15503		468	15397				
		71	94	14259	14083	99	176	1	14094		426	13998	5		85	63

nd South

nd West

Tabulated by

Computed by

Checked by

Checked by

Form E-46—3M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date May 6-7, 1959
Day of week Wednesday and Thursday
Hours counted 6 a.m. to 10 p.m.
Weather

Classification All Vehicles

City
Inter
Statio
Code

	TIME	North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total
A. M.	6:00- 7:00	2	5		1	175	253			2				438	430	98	8	2
	7:00- 8:00		16		1	515	545			4	2		1	1084	1063	98	21	2
	8:00- 9:00	4	8	1	3	362	339			1		8	5	731	711	97	20	3
	9:00-10:00	2	4		3	319	310				2	11	2	653	635	97	18	3
	10:00-11:00	4	2	1	5	354	375			3	1	5	3	753	738	98	15	2
	11:00-12:00	5	4		2	416	376			1	1	4	1	810	799	98	11	2
P. M.	12:00- 1:00	2	1	1	2	445	426	1	3	2	6	6	6	901	886	98	15	2
	1:00- 2:00	6	5	2	7	448	406		1	4	2	8	3	892	867	97	25	3
	2:00- 3:00	4	8	2	4	446	473			1	4	6	2	950	931	98	19	2
	3:00- 4:00	5	6	2	5	482	521	1		3	4	11	5	1045	1019	97	26	3
	4:00- 5:00	11	5	3	5	599	679			1	6	8	17	1334	1315	98	19	2
	5:00- 6:00	24	7	3	9	634	690	3	2	1	8	8	8	1397	1367	97	30	2
	6:00- 7:00	13	4	3	4	498	491			2	4	4	6	1029	1015	98	14	2
	7:00- 8:00	10	10	3	3	510	551	3	3	7	3	13	13	1129	1090	96	39	4
	8:00- 9:00	6	6	8	3	429	382	2	2	2	8	9	6	863	839	97	24	3
	9:00-10:00	7	5	3	7	348	265	3	1		3	4	6	652	632	96	20	4
	10:00-11:00																	
	11:00-12:00																	
A. M.	12:00- 1:00																	
	1:00- 2:00																	
	2:00- 3:00																	
	3:00- 4:00																	
	4:00- 5:00																	
	5:00- 6:00																	
24-Hour total		116	106	,35	70	7678	7790	14	13	37	59	116	93	16127	15771	98	356	2
16-Hour total		105	96	32	64	6980	7082	13	12	34	54	105	84	14661	14337	98	324	2
-Hour total																		
Control																		
Factor																		

Tabulated by
Computed by
Checked by
Checked by

82nd St. is North and South
Cornwall St. is East and West

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of Portland

Intersection Cornwell Street and 82nd Avenue

Station number

Code number

Classification All Vehicles

th	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	SUMMARY BY LEGS North	SUMMARY BY LEGS East	SUMMARY BY LEGS West	SUMMARY BY LEGS South	PEDESTRIANS USING CROSSWALKS North	PEDESTRIANS USING CROSSWALKS East	PEDESTRIANS USING CROSSWALKS West	PEDESTRIANS USING CROSSWALKS South
2				438	430	98	8	2	436	9	1	430		1		
4	2		1	1084	1063	98	21	2	1076	20	2	1067		5		
1		8	5	731	711	97	20	3	717	13	17	715	2	5	2	
	2	11	2	653	635	97	18	3	638	8	16	644			7	
3	1	5	3	753	738	98	15	2	741	10	14	741		1	9	
	1	4	1	810	799	98	11	2	803	11	7	799	2	1	4	
2	6	6	6	901	886	98	15	2	877	15	19	891	1	1	4	1
4	2	8	3	892	867	97	25	3	874	18	21	871	2	2	1	
1	4	6	2	950	931	98	19	2	937	17	14	932	1	3	1	
3	4	11	5	1045	1019	97	26	3	1021	19	24	1026		10	23	1
1	6	8	17	1334	1315	98	19	2	1302	23	33	1310	3	19	24	2
1	8	8	8	1397	1367	97	30	2	1367	45	33	1349		6	9	1
2	4	4	6	1029	1015	98	14	2	1013	23	17	1005	8		5	3
7	3	13	13	1129	1090	96	39	4	1084	36	38	1097	1	3	13	
2	8	9	6	863	839	97	24	3	834	26	30	836				
	3	4	6	652	632	96	20	4	635	19	24	626		2	1	
37	59	116	93	16127	15771	98	356	2	15795	345	341	15773				
34	54	105	84	14661	14337	98	324	2	14356	314	311	14339	20	59	103	9

outh

Vest

Tabulated by

Computed by

Checked by

Checked by

Form E-48—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date May 12, 1959
Day of week Tuesday
Hours counted 6 AM - 10 PM
Weather Clear

Classification All Vehicles

C
In
St
C

	TIME	SUMMARY BY MOVEMENTS North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total
A. M.	6:00- 7:00			24	14	169	258					3	21	489	472	97	17	3
	7:00- 8:00			67	45	487	472					13	42	1126	1068	95	58	5
	8:00- 9:00			30	36	289	353					17	24	749	696	93	53	7
	9:00-10:00			26	39	353	345					7	14	784	738	94	46	6
	10:00-11:00			25	42	381	375					18	14	855	795	93	60	7
	11:00-12:00			37	39	407	341					13	15	852	800	94	52	6
P. M.	12:00- 1:00			37	40	376	353					14	14	834	780	94	54	6
	1:00- 2:00			37	45	429	405					14	18	948	889	94	59	6
	2:00- 3:00			31	27	392	415					20	19	904	857	95	47	5
	3:00- 4:00			39	36	416	462					23	19	995	936	94	59	6
	4:00- 5:00			39	66	575	715					49	20	1464	1349	92	115	8
	5:00- 6:00			58	55	578	536					53	20	1300	1192	92	108	8
	6:00- 7:00			24	48	420	484					26	20	1022	948	93	74	7
	7:00- 8:00			30	31	444	447					28	12	992	933	94	59	6
	8:00- 9:00			23	25	330	353					17	21	769	727	95	42	5
	9:00-10:00			25	21	273	303					9	11	642	612	95	30	5
	10:00-11:00																	
	11:00-12:00																	
A. M.	12:00- 1:00																	
	1:00- 2:00																	
	2:00- 3:00																	
	3:00- 4:00																	
	4:00- 5:00																	
	5:00- 6:00																	
24-Hour total				607	670	6951	7279					356	334	16197	15171	94	1026	6
...-Hour total																		
...-Hour total				552	609	6319	6617					324	304	14725	13792	94	933	6
Control																		
Factor																		

Tabulate
Compute
Checked
Checked

82nd Ave. St. is North and South

Johnson Creek Blvd. St. is East and West

STATE PRINTING DEPT

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of ....
Intersection 82nd Ave. & Johnson Creek Blvd.
Station number ....
Code number ....

Classification All Vehicles

t th	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	SUMMARY BY LEGS				PEDESTRIANS USING CROSSWALKS			
									North	East	West	South	North	East	West	South
		3	21	489	472	97	17	3								
		13	42	1126	1068	95	58	5								1
		17	24	749	696	93	53	7							5	
		7	14	784	738	94	46	6							2	
		18	14	855	795	93	60	7					1			2
		13	15	852	800	94	52	6								
		14	14	834	780	94	54	6							1	
		14	18	948	889	94	59	6							4	
		20	19	904	857	95	47	5								
		23	19	995	936	94	59	6							4	
		49	20	1464	1349	92	115	8					1		1	
		53	20	1300	1192	92	108	8					3		7	
		26	20	1022	948	93	74	7					1			
		28	12	992	933	94	59	6							6	
		17	21	769	727	95	42	5								
		9	11	642	612	95	30	5							2	
		356	334	16197	15171	94	1026	6	15507		1967	14920				
		324	304	14725	13792	94	933	6	14097		1789	13564	6		32	3

outh

West

Tabulated by ....

Computed by ....

Checked by ....

Checked by ....

Form E-48—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Cit
Int
Sta
Co

Date May 5, 1959
Day of week Tuesday
Hours counted 6 a.m. to 10 p.m.
Weather Cloudy

Classification All Vehicles

	TIME	North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total
A. M.	6:00– 7:00			2	10	170	230					2	1	415	403	97	12	3
	7:00– 8:00			8	18	449	488					5		968	945	98	23	2
	8:00– 9:00			9	4	415	345					10	3	786	772	98	14	2
	9:00–10:00			15	15	310	313					6	5	664	643	97	21	3
	10:00–11:00			5	6	319	335					8	5	678	664	98	14	2
	11:00–12:00			13	8	305	341					9	5	681	664	98	17	2
P. M.	12:00– 1:00			16	15	309	326					8	9	683	660	97	23	3
	1:00– 2:00			16	15	402	390					4	7	834	815	98	19	2
	2:00– 3:00			16	18	437	386					4	7	868	846	97	22	3
	3:00– 4:00			13	13	458	478					6	12	980	961	98	19	2
	4:00– 5:00			19	20	597	554					9	14	1213	1184	98	29	2
	5:00– 6:00			28	17	739	558					9	9	1360	1334	98	26	2
	6:00– 7:00			20	25	316	412					16	11	800	759	95	41	5
	7:00– 8:00			26	13	401	451					11	7	909	885	97	21	3
	8:00– 9:00			13	5	263	259					8	5	553	540	98	13	2
	9:00–10:00			18	12	261	199					4	5	499	483	97	16	3
	10:00–11:00																	
	11:00–12:00																	
A. M.	12:00– 1:00																	
	1:00– 2:00																	
	2:00– 3:00																	
	3:00– 4:00																	
	4:00– 5:00																	
	5:00– 6:00																	
24-Hour total				261	235	6766	6672					131	116	14181	3815	97	366	3
....-Hour total																		
16-Hour total				237	214	6151	6065					119	105	12891	2558	97	333	3
Control																		
Factor																		

Tabulated by
Computed by
Checked by
Checked by

82nd St. is North and South
Lamphier Street St. is East and West

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of ....

Intersection 82nd & Lamphier

Station number ....

Code number ....

Classification All Vehicles

South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	SUMMARY BY LEGS North	SUMMARY BY LEGS East	SUMMARY BY LEGS West	SUMMARY BY LEGS South	PEDESTRIANS USING CROSSWALKS North	PEDESTRIANS USING CROSSWALKS East	PEDESTRIANS USING CROSSWALKS West	PEDESTRIANS USING CROSSWALKS South
	2	1	415	403	97	12	3								1
	5		968	945	98	23	2							1	
	10	3	786	772	98	14	2							1	1
	6	5	664	643	97	21	3								
	8	5	678	664	98	14	2							3	1
	9	5	681	664	98	17	2							6	
	8	9	683	660	97	23	3								
	4	7	834	815	98	19	2								
	4	7	868	846	97	22	3							3	
	6	12	980	961	98	19	2							7	3
	9	14	1213	1184	98	29	2							11	1
	9	9	1360	1334	98	26	2							18	2
	16	11	800	759	95	41	5							5	2
	11	7	909	885	97	24	3							7	
	8	5	553	540	98	13	2							5	1
	4	5	499	483	97	16	3							11	1
	131	116	14181	3815	97	366	3	13934		743	13685				
	119	105	12891	2558	97	333	3	12667		675	12440			78	13

Tabulated by ....

Computed by ....

Checked by ....

Checked by ....

Form E-46—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date May 7, 1959
Day of week Thursday
Hours counted 6 a.m. to 10 p.m.
Weather Cloudy-Clear
Classification All Vehicles

		SUMMARY BY MOVEMENTS																
	TIME	North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total
A. M.	6:00– 7:00	4	6			145	188			11	7			361	344	95	17	5
	7:00– 8:00	15	20			448	471			31	18			1003	952	95	51	5
	8:00– 9:00	12	17			344	336			26	15			750	707	94	43	6
	9:00–10:00	9	20			295	278			14	7			623	589	95	34	5
	10:00–11:00	8	12			331	399			15	16			781	754	97	27	3
	11:00–12:00	6	7			371	400			25	13			822	790	96	32	4
P. M.	12:00– 1:00	13	10			390	347			13	18			791	768	97	23	3
	1:00– 2:00	18	12			403	332			26	13			805	767	95	38	5
	2:00– 3:00	12	12			421	484			38	16			983	933	95	50	5
	3:00– 4:00	9	11			459	503			38	26			1046	997	95	49	5
	4:00– 5:00	20	22			592	626			29	34			1323	1272	96	51	4
	5:00– 6:00	21	13			576	629			33	32			1304	1258	96	46	4
	6:00– 7:00	10	15			418	359			25	18			835	805	95	40	5
	7:00– 8:00	8	7			473	401			27	30			946	912	96	34	4
	8:00– 9:00	6	9			331	346			21	25			738	708	96	30	4
	9:00–10:00	4	4			297	273			7	16			601	590	98	11	2
	10:00–11:00																	
	11:00–12:00																	
A. M.	12:00– 1:00																	
	1:00– 2:00																	
	2:00– 3:00																	
	3:00– 4:00																	
	4:00– 5:00																	
	5:00– 6:00																	
24-Hour total		191	217			6923	7009			417	336			15093	14459	96	634	4
-Hour total																		
16-Hour total		175	197			6294	6372			379	305			13722	13146	96	576	4
Control																		
Factor																		

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82nd Avenue St. is North and South

Otty Road St. is East and West

-18-

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of ....

Intersection 82nd & Otty Road

Station number ....

Code number ....

Classification All Vehicles

st to uth	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	SUMMARY BY LEGS				PEDESTRIANS USING CROSSWALKS			
									North	East	West	South	North	East	West	South
11	7			361	344	95	17	5								
31	18			1003	952	95	51	5								
26	15			750	707	94	43	6						2		
14	7			623	589	95	34	5					5	6		
5	16			781	754	97	27	3					2	2		
5	13			822	790	96	32	4						4		
13	18			791	768	97	23	3					9			
6	13			805	767	95	38	5					9			
8	16			983	933	95	50	5					4			
68	26			1046	997	95	49	5					3	5		
29	34			1323	1272	96	51	4					2	5		
33	32			1304	1258	96	46	4					2	10		
25	18			835	805	95	40	5					5	4		
7	30			946	912	96	34	4					2	2		
[illegible]	25			738	708	96	30	4						2		
7	16			601	590	98	11	2						2		
17	336			15093	14459	96	634	4	14340	1161	14685					
79	305			13722	13146	96	576	4	13038	1056	13350		43	44		

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Tabulated by ....

Computed by ....

Checked by ....

Checked by ....

Form E-48—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date May 12, 1959
Day of week Tuesday
Hours counted 6 AM - 10 PM
Weather Clear

Classification All Vehicles

City o
Interse
Statio
Code

	TIME	North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	Nor
A. M.	6:00- 7:00		2	40	27	188	185					5	23	470	436	93	34	7	
	7:00- 8:00	2	2	118	104	338	361	2		1		28	54	1010	873	86	137	14	
	8:00- 9:00	2	1	66	71	294	245	1	1	3		27	26	737	633	86	104	14	
	9:00-10:00	2	2	86	66	314	215	1		1		15	23	725	640	88	85	12	
	10:00-11:00		1	76	97	316	239				1	27	36	793	668	84	125	16	
	11:00-12:00	1	2	133	86	350	224	1			2	40	27	866	737	85	129	15	
P. M.	12:00- 1:00			72	55	231	207					27	26	618	536	87	82	13	
	1:00- 2:00			71	57	323	256					34	38	779	688	88	91	12	
	2:00- 3:00	4	1	79	64	311	294	1		3	1	44	42	844	731	87	113	13	
	3:00- 4:00	2	1	78	86	344	329	1	1	1		48	64	955	817	86	138	14	
	4:00- 5:00	3	1	95	117	439	501	1	1	1		71	69	1299	1107	85	192	15	
	5:00- 6:00	4	1	66	64	507	403	1	1	1		55	53	1156	1033	89	123	11	
	6:00- 7:00	4	3	113	89	346	346	2	1		1	41	54	1000	864	86	136	14	
	7:00- 8:00		4	64	60	239	296					36	69	768	668	87	100	13	
	8:00- 9:00	5	2	62	49	322	288					37	46	811	723	89	88	11	
	9:00-10:00	4	3	60	35	256	221	1	1			20	22	623	563	90	60	10	
	10:00-11:00																		
	11:00-12:00																		
A. M.	12:00- 1:00																		
	1:00- 2:00																		
	2:00- 3:00																		
	3:00- 4:00																		
	4:00- 5:00																		
	5:00- 6:00																		
24-Hour total		36	29	1407	1240	5630	5071	13	7	12	6	611	739	14801	12889	87	1912	13	131
....-Hour total																			
....-Hour total		33	26	1279	1127	5118	4610	12	6	11	5	555	672	13454	11717	87	1737	13	121
Control																			
Factor																			

Tabulated by
Computed by
Checked by
Checked by

82nd Ave. St. is North and South
King Rd. St. is East and West

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of
Intersection 82nd Ave. & King Rd.
Station number
Code number

Classification All Vehicles

South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	SUMMARY BY LEGS North	SUMMARY BY LEGS East	SUMMARY BY LEGS West	SUMMARY BY LEGS South	PEDESTRIANS USING CROSSWALKS North	PEDESTRIANS USING CROSSWALKS East	PEDESTRIANS USING CROSSWALKS West	PEDESTRIANS USING CROSSWALKS South
	5	23	470	436	93	34	7								
	28	54	1010	873	86	137	14							1	
	27	26	737	633	86	104	14							3	
	15	23	725	640	88	85	12					1	2	2	
1	27	36	793	668	84	125	16						1		
2	40	27	866	737	85	129	15							2	
	27	26	618	536	87	82	13					3			
	34	38	779	688	88	91	12					5	2		
1	44	42	844	731	87	113	13					2	5		
	48	64	955	817	86	138	14					6	4	1	1
	71	69	1299	1107	85	192	15					1	1	6	4
	55	53	1156	1033	89	123	11						1	5	
1	41	54	1000	864	86	136	14					2		2	
	36	69	768	668	87	100	13					2		1	1
	37	46	811	723	89	88	11							2	
	20	22	623	563	90	60	10							1	
6	611	739	14801	12889	87	1912	13	13413	103	4017	12069				
5	555	672	13454	11717	87	1737	13	12193	93	3651	10971	22	16	26	6

Tabulated by
Computed by

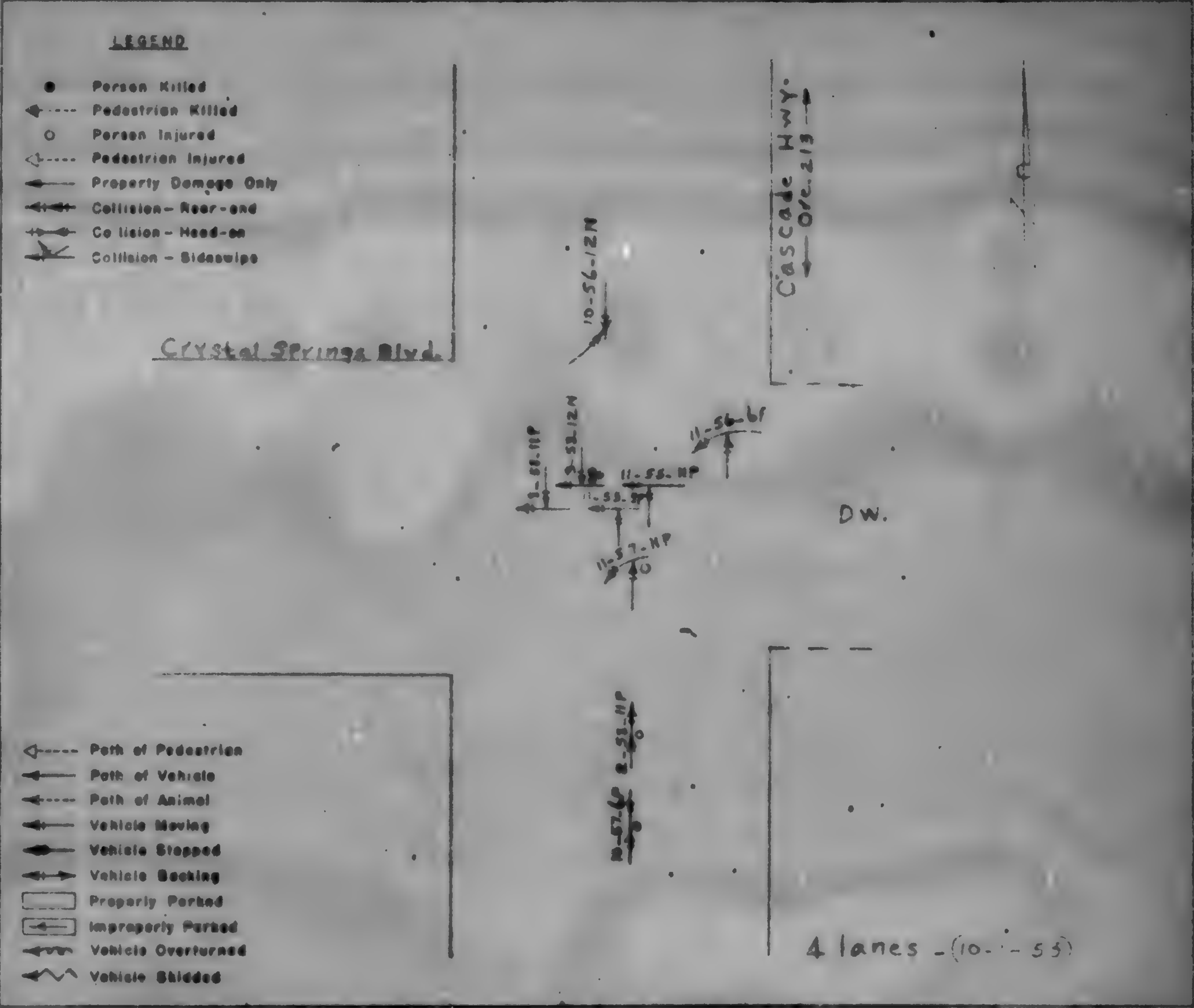
South
Checked by

West
Checked by

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

~~City~~ of S. of Portland County Multnomah
Intersection of Cascade Hwy. and Crystal Springs Blvd.
Highway Number 160 (Ore. 213) M.P. [illegible]
Period Covered 10-1-55 To 3-31-59
Compiled by C. S. Drawn by ______ Date [illegible]

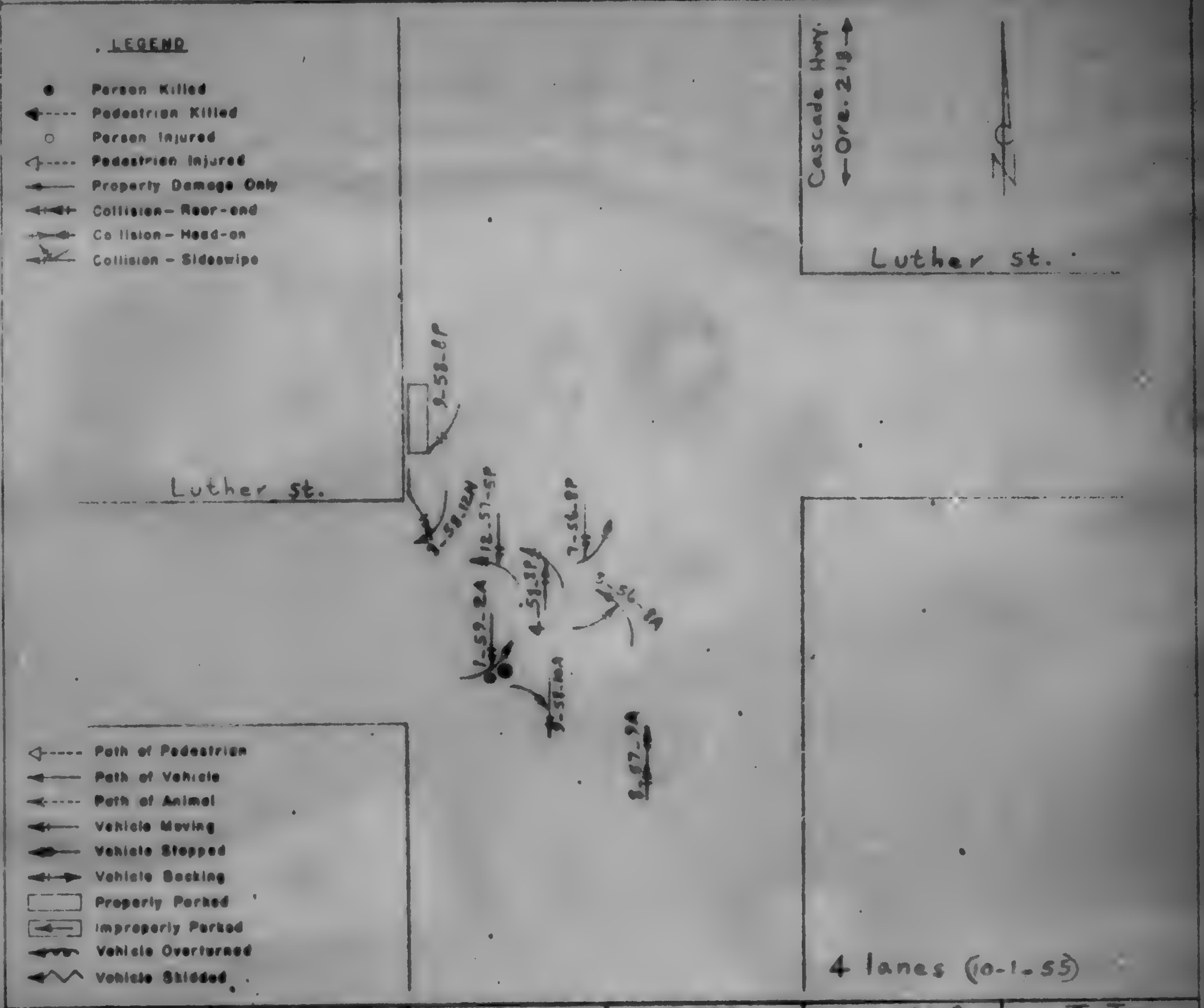

LEGEND
● Person Killed
Pedestrian Killed
○ Person Injured
Pedestrian Injured
Property Damage Only
Collision - Rear-end
Collision - Head-on
Collision - Sideswipe
Cascade Hwy.
Ore. 213
Crystal Springs Blvd.
10-56-12N
11-56-6I
3-58-12N
11-58-11P
11-55-NP
11-58-NP
11-57-NP
DW.
8-58-NP
10-57-NP
Path of Pedestrian
Path of Vehicle
Path of Animal
Vehicle Moving
Vehicle Stopped
Vehicle Backing
Properly Parked
Improperly Parked
Vehicle Overturned
Vehicle Skidded
4 lanes -(10-1-55)

Collision Type	10-1-55 To 12-31-55				1956 - 1957				1958				3 Mos. 1959				Total			
	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total
Angle			2	2						1	1	2							[illegible]	[illegible]
Head-on																				
Rear-end						1		1		1		1						2		
Sideswipe																				
Turning Movement						1	2	3											2	
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing																				
Misc																				
TOTAL			2	2		2	2	4		2	1	3				0		4	5	

1956-2
1957-2

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis
COLLISION DIAGRAM

~~City~~ of S. of Portland County Clackamas
Intersection of Cascade Hwy and Luther St.
Highway Number 162 (Ore. 212) M.P. 7.25
Period Covered 10-1-55 To 3-31-59
Compiled by C. S. Drawn by Date 5.5.59


LEGEND
Person Killed
Pedestrian Killed
Person Injured
Pedestrian Injured
Property Damage Only
Collision - Rear-end
Collision - Head-on
Collision - Sideswipe
Cascade Hwy. Ore. 212
N
Luther St.
Luther St.
9-58-8P
1-58-12N
12-57-5P
7-56-8P
4-58-3P
9-56-8A
1-59-8A
7-58-10A
8-57-9A
Path of Pedestrian
Path of Vehicle
Path of Animal
Vehicle Moving
Vehicle Stopped
Vehicle Backing
Properly Parked
Improperly Parked
Vehicle Overturned
Vehicle Skidded
4 lanes (10-1-55)

Collision Type	10-1-55 To 12-31-55				1956 - 1957				1958				3 Mos. 1959				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle																				
Head-on																				
Rear-end							1	1											1	1
Sideswipe																				
Turning Movement							3	3			3	3	1			1	1		[illegible]	
Parking											1	1								
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing																				
Misc.																				
TOTAL				0			4	4			4	4	1			1	1		2	

1956-2
1957-2

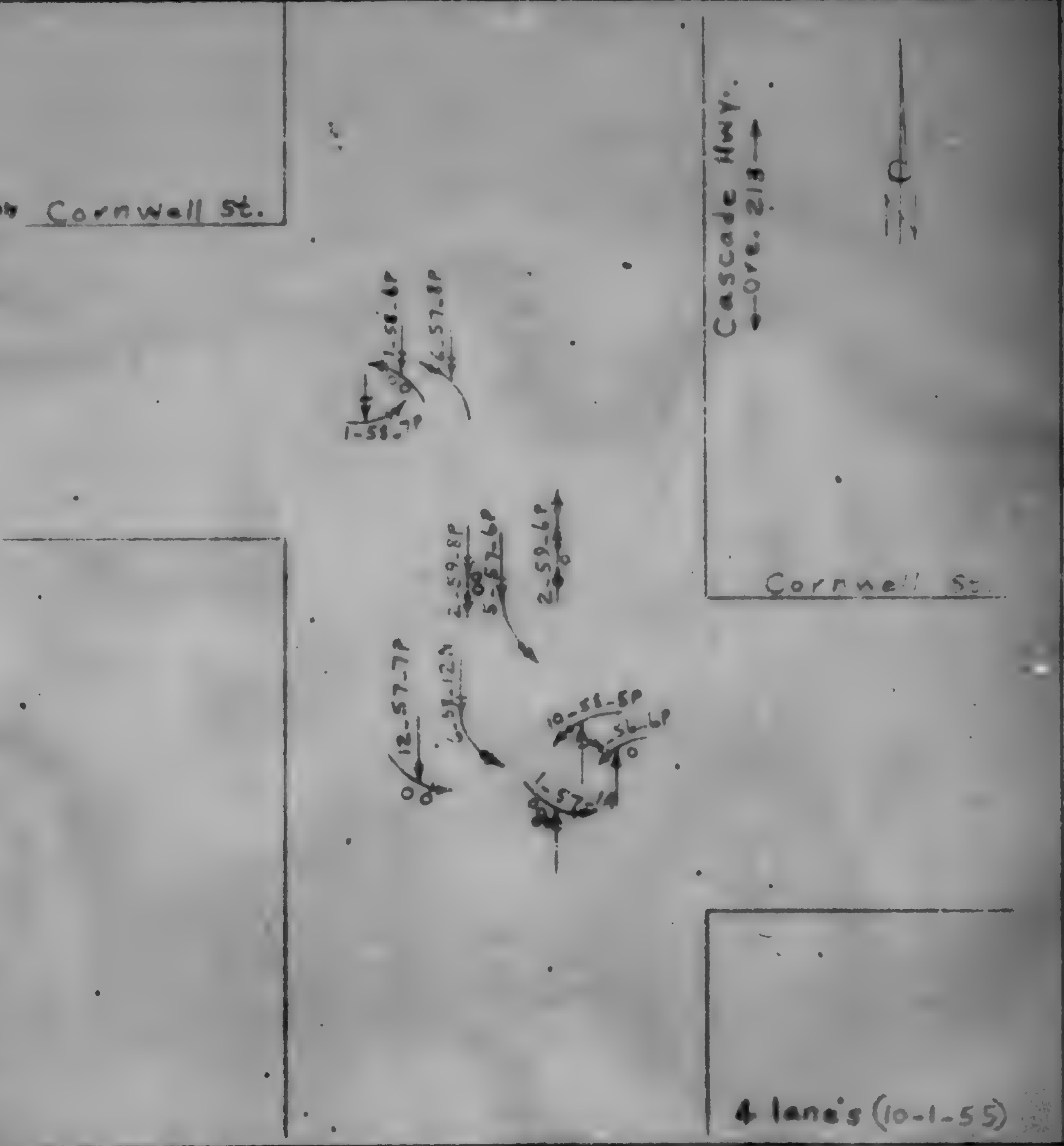
Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

~~City of~~ S. of Portland County Clackamas
Intersection of Cascade Hwy. and Cornwell St.
Highway Number 160 (Ore. 213) M.P. 7.32
Period Covered 10-1-55 To 3-31-59
Compiled by C.S. Drawn by ______ Date 5.5

LEGEND

- ● Person Killed
- ◄---- Pedestrian Killed
- ○ Person Injured
- ◁---- Pedestrian Injured
- ◄-- Property Damage Only
- Collision - Rear-end
- Collision - Head-on
- Collision - Sideswipe


Cornwell St.
Cascade Hwy. ←Ore. 213→
1-58-6P
6-57-8P
1-58-7P
2-59-8P
5-57-6P
2-59-6P
12-57-7P
6-57-12N
10-58-5P
56-6P
1-57-1P
Cornwell St.
4 lane's (10-1-55)

- ◁---- Path of Pedestrian
- ◄── Path of Vehicle
- ◁---- Path of Animal
- Vehicle Moving
- Vehicle Stopped
- Vehicle Backing
- ☐ Properly Parked
- Improperly Parked
- Vehicle Overturned
- Vehicle Skidded

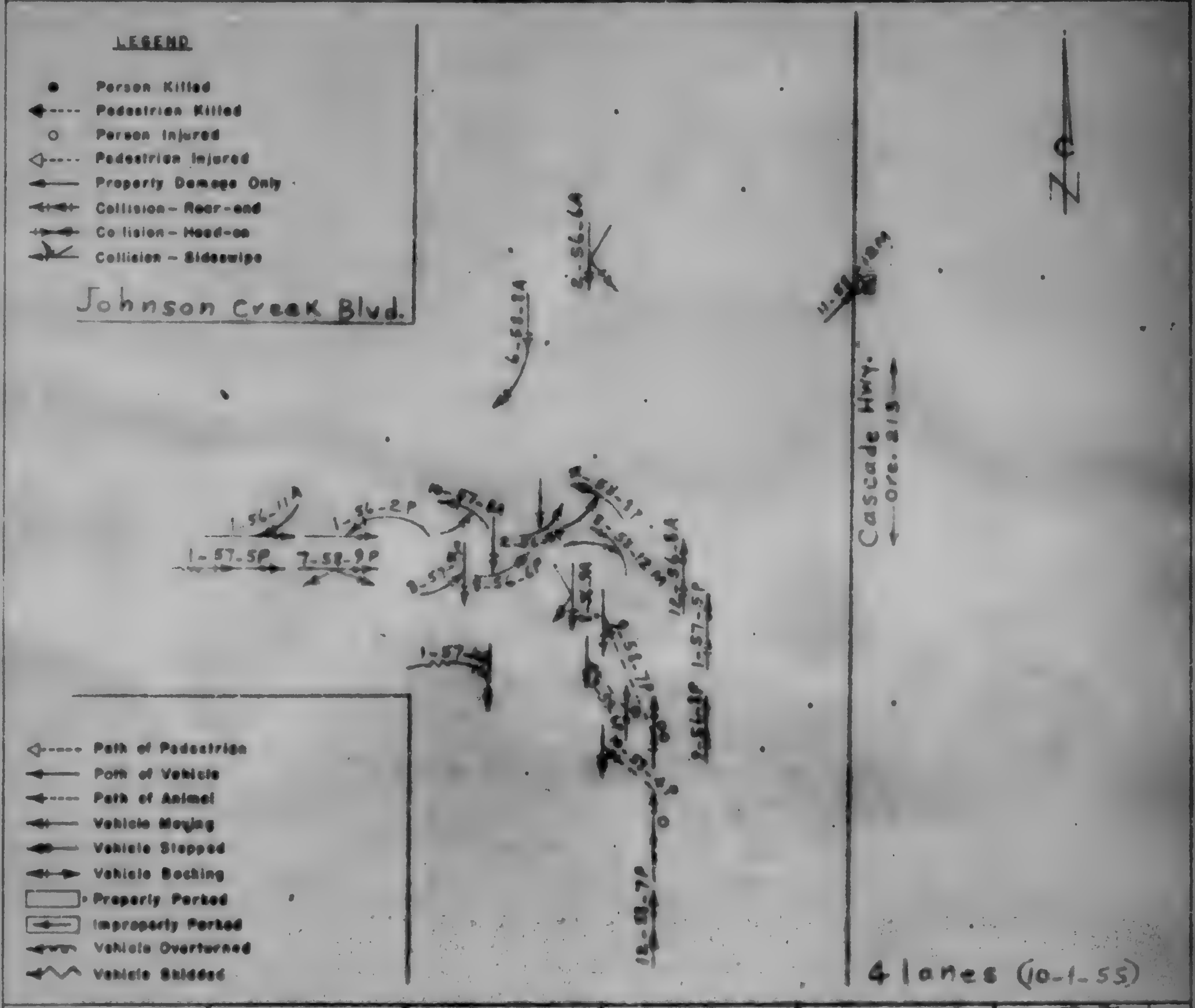
Collision Type	10-1-55 To 12-31-55				1956 - 1957				1958				3 Mos. 1959				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle																				
Head-on																				
Rear-end							1	1			1	1		2		2		2	2	4
Sideswipe																				
Turning Movement						3	1	4		1	2	3						4	3	7
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing																				
Misc																				
TOTAL				0		3	2	5		1	3	4		2		2		6	5	[illegible]

1956-1
1957

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

~~City of~~ S. of Portland County Clackamas
Intersection of Cascade Hwy. and Johnson Creek Blvd.
Highway Number 160 (Ore. 213) M.P. 7.54
Period Covered 10-1-55 To 3-31-59
Compiled by C.S. Drawn by ______ Date 5-5-59

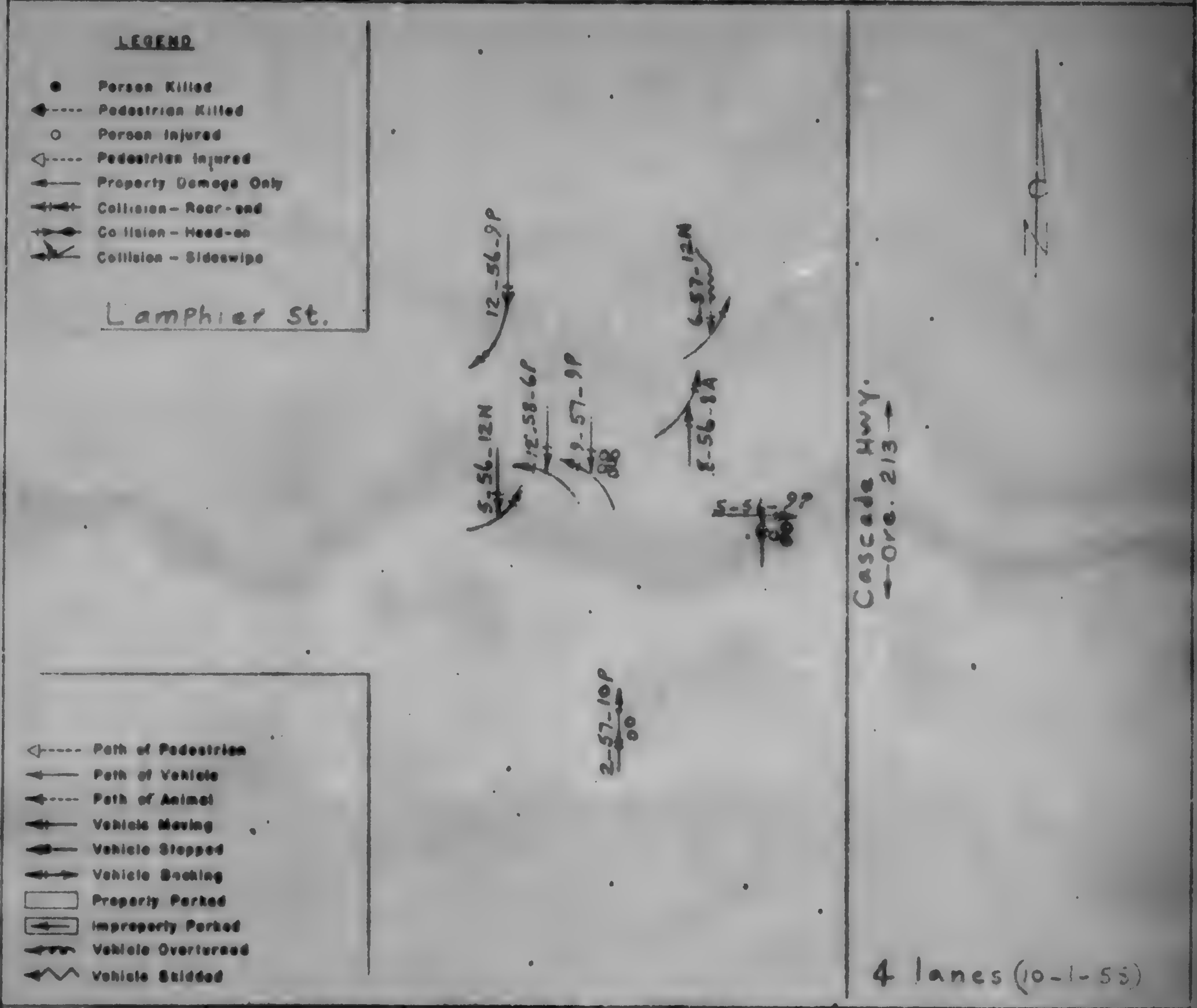

LEGEND
● Person Killed
◄---- Pedestrian Killed
○ Person Injured
◁---- Pedestrian Injured
◄—— Property Damage Only
Collision - Rear-end
Collision - Head-on
Collision - Sideswipe
Johnson Creek Blvd.
N
Cascade Hwy. Ore. 213
6-58-3A
2-56-6A
11-58-10A
1-56-11A
1-56-2P
1-57-5P
7-58-9P
1-57
1-57-5P
12-58-7P
4 lanes (10-1-55)
Path of Pedestrian
Path of Vehicle
Path of Animal
Vehicle Moving
Vehicle Stopped
Vehicle Backing
Properly Parked
Improperly Parked
Vehicle Overturned
Vehicle Skidded

Collision Type	10-1-55 To 12-31-55				1956 - 1957				1958				3 Mos. 1959				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle																				
Head-on																				
Rear-end							4	4		2	2	4		1		1		3	6	9
Sideswipe							2	2											2	2
Turning Movement							7	7			2	2							9	9
Parking																				
Non-collision																				
Fixed Object											1	1							1	1
Pedestrian																				
Backing											1	1							1	1
Misc																				
TOTAL				0			13	13		2	6	8		1		1		3	19	22

1956-8
1959-

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis
COLLISION DIAGRAM

~~City of~~ S. of Portland County Clackamas
Intersection of Cascade Hwy. and Lamphier St.
Highway Number 160 (Ore. 213) M.P. 7.8
Period Covered 10-1-55 To 3-31-59
Compiled by C.S. Drawn by ______ Date 5-[illegible]-59

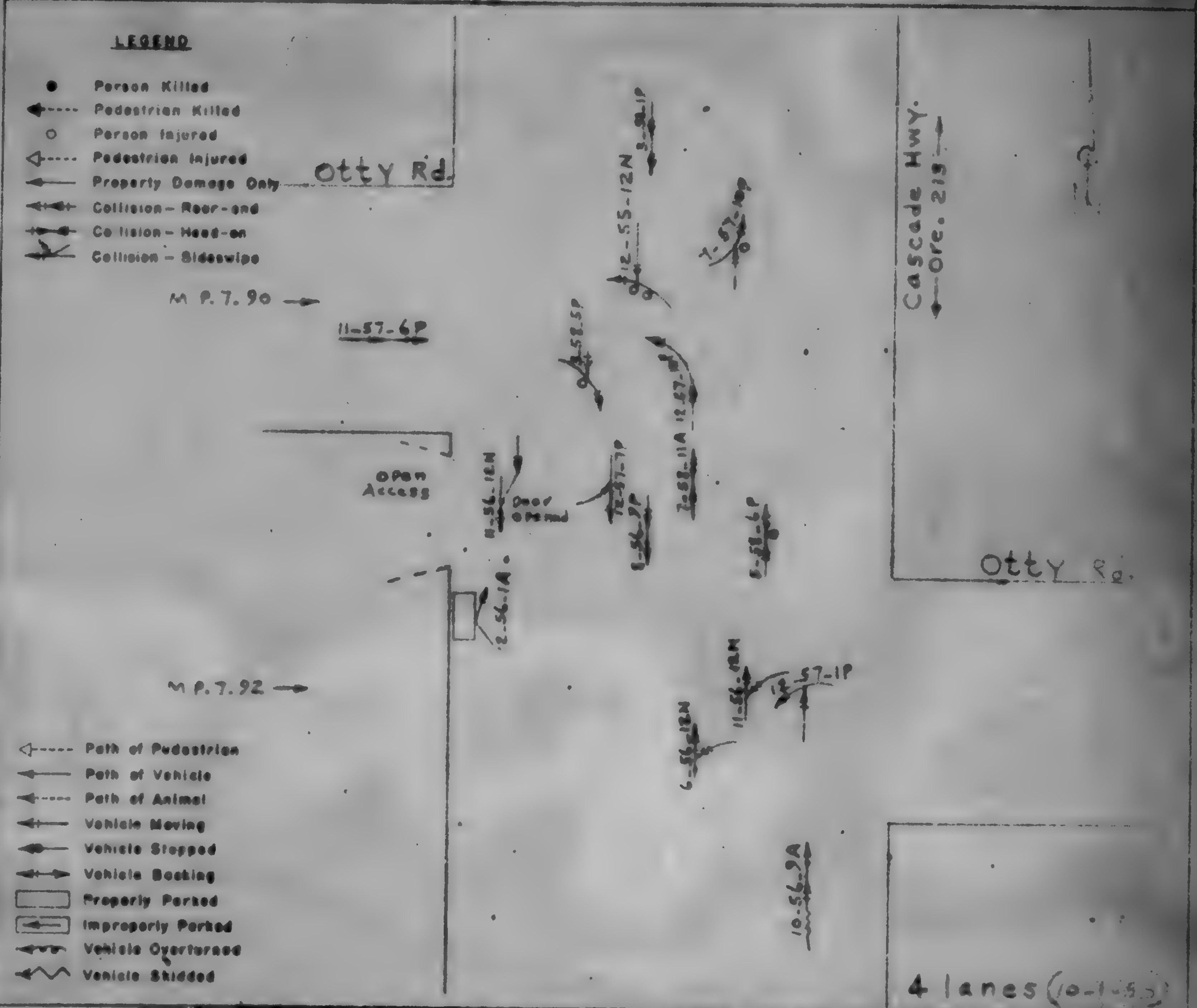

LEGEND
● Person Killed
◄----- Pedestrian Killed
○ Person Injured
◁----- Pedestrian Injured
◄—— Property Damage Only
Collision - Rear-end
Collision - Head-on
Collision - Sideswipe
Lamphier St.
12-56-9P
6-57-12N
5-56-12N
12-58-6P
12-57-9P
8-56-8A
5-58-9P
2-57-10P
Cascade Hwy.
←Ore. 213→
◁----- Path of Pedestrian
◄—— Path of Vehicle
◄----- Path of Animal
Vehicle Moving
Vehicle Stopped
Vehicle Backing
Properly Parked
Improperly Parked
Vehicle Overturned
Vehicle Skidded
4 lanes (10-1-55)

Collision Type	10-1-55 To 12-31-55				1956 - 1957				1958				3 Mos. 1959				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle						1		1										1		1
Head-on																				
Rear-end						1	1	2										1	1	2
Sideswipe																				
Turning Movement						1	3	4			1	1						1	4	[illegible]
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing																				
Misc.																				
TOTAL				0		3	4	7			1	1				0		3	5	[illegible]

1956-4
1957-3

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis
COLLISION DIAGRAM

~~City~~ of S. of Portland County Clackamas
Intersection of Cascade Hwy and Otty Rd.
Highway Number 160 (Ore. 213) M.P. 7.90 To M.P. 7.92
Period Covered 10-1-55 To 3-31-59
Compiled by C.S. Drawn by ______ Date 5-_-59


LEGEND
Person Killed
Pedestrian Killed
Person Injured
Pedestrian Injured
Property Damage Only
Collision - Rear-end
Collision - Head-on
Collision - Sideswipe
Otty Rd.
M.P. 7.90
11-57-6P
Open Access
M.P. 7.92
3-58-1P
12-55-12N
7-57-10P
5-58-5P
12-57-10P
7-58-11A
12-57-7P
11-56-12N
Door Opened
1-56-7P
5-58-6P
12-56-1A
11-56-12N
12-57-1P
6-56-12N
10-56-9A
Cascade HWY.
Ore. 213
Otty Rd.
4 lanes (10-1-55)
Path of Pedestrian
Path of Vehicle
Path of Animal
Vehicle Moving
Vehicle Stopped
Vehicle Backing
Properly Parked
Improperly Parked
Vehicle Overturned
Vehicle Skidded

Collision Type	10-1-55 To 12-31-55				1956 - 1957				1958				3 Mos. 1959				Total			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle																				
Head-on																				
Rear-end							4	4		1	2	3						1	6	[illegible]
Sideswipe							2	2											2	2
Turning Movement		1		1		1	4	5		1		1						3	4	[illegible]
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing																				
Misc																				
TOTAL		1		1		1	10	11		2	2	4				0		4	2	16

1956-6
1957-5

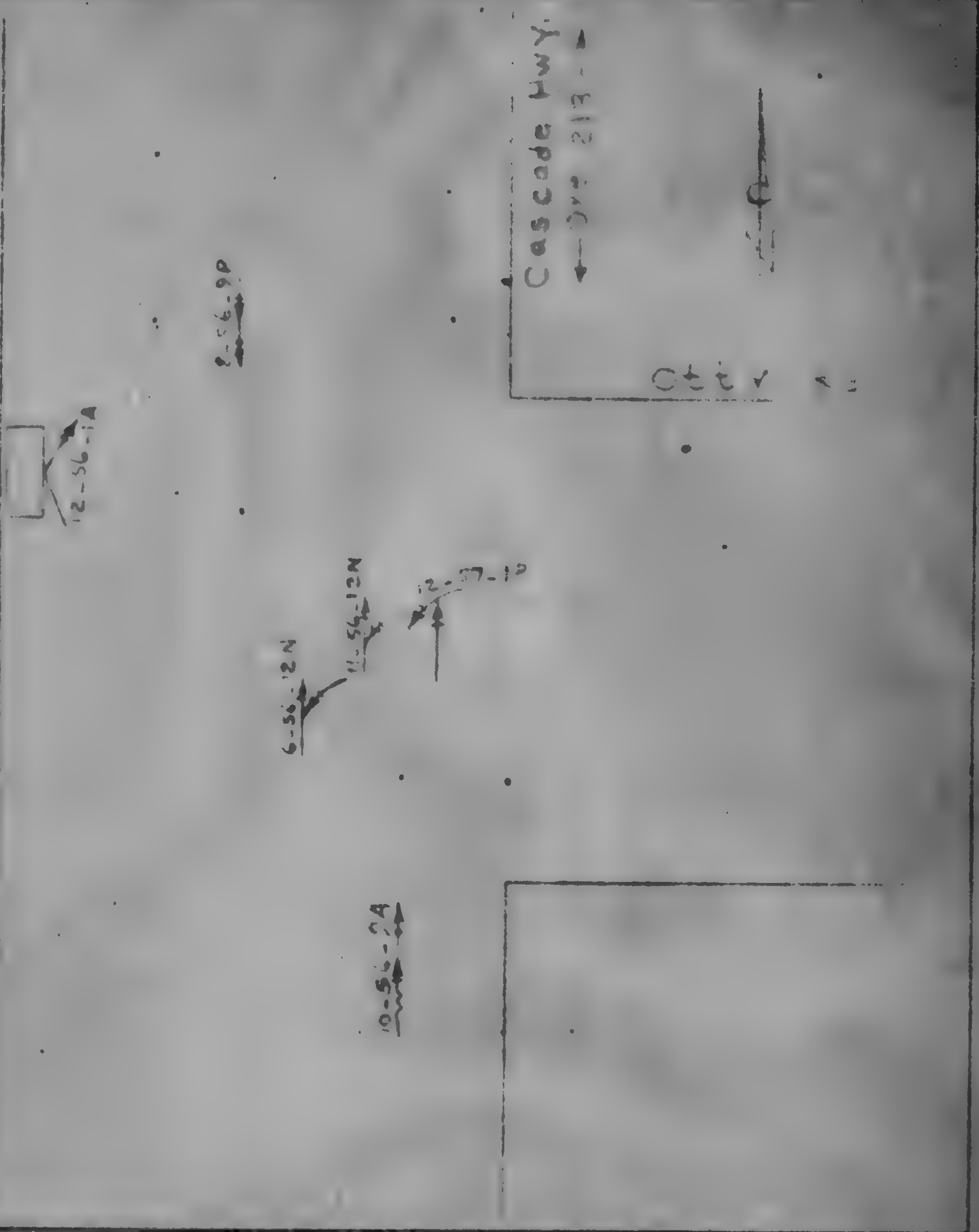
Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

City of S. of Portland County Clackamas
Intersection of Cascade Hwy and Otty Rd.
Highway Number 160 (Ore 213) M.P. 7.52
Period Covered 10-1-55 To 3-3-59
Compiled by C. S. Drawn by ______ Date [illegible]

LEGEND

- ● Person Killed
- ←---- Pedestrian Killed
- ○ Person Injured
- ◁---- Pedestrian Injured
- ←—— Property Damage Only
- Collision - Rear-end
- Collision - Head-on
- Collision - Sideswipe



- ◁---- Path of Pedestrian
- ←—— Path of Vehicle
- ←---- Path of Animal
- ←—— Vehicle Moving
- ←●— Vehicle Stopped
- Vehicle Backing
- ☐ Property Parked
- Improperly Parked
- Vehicle Overturned
- Vehicle Skidded

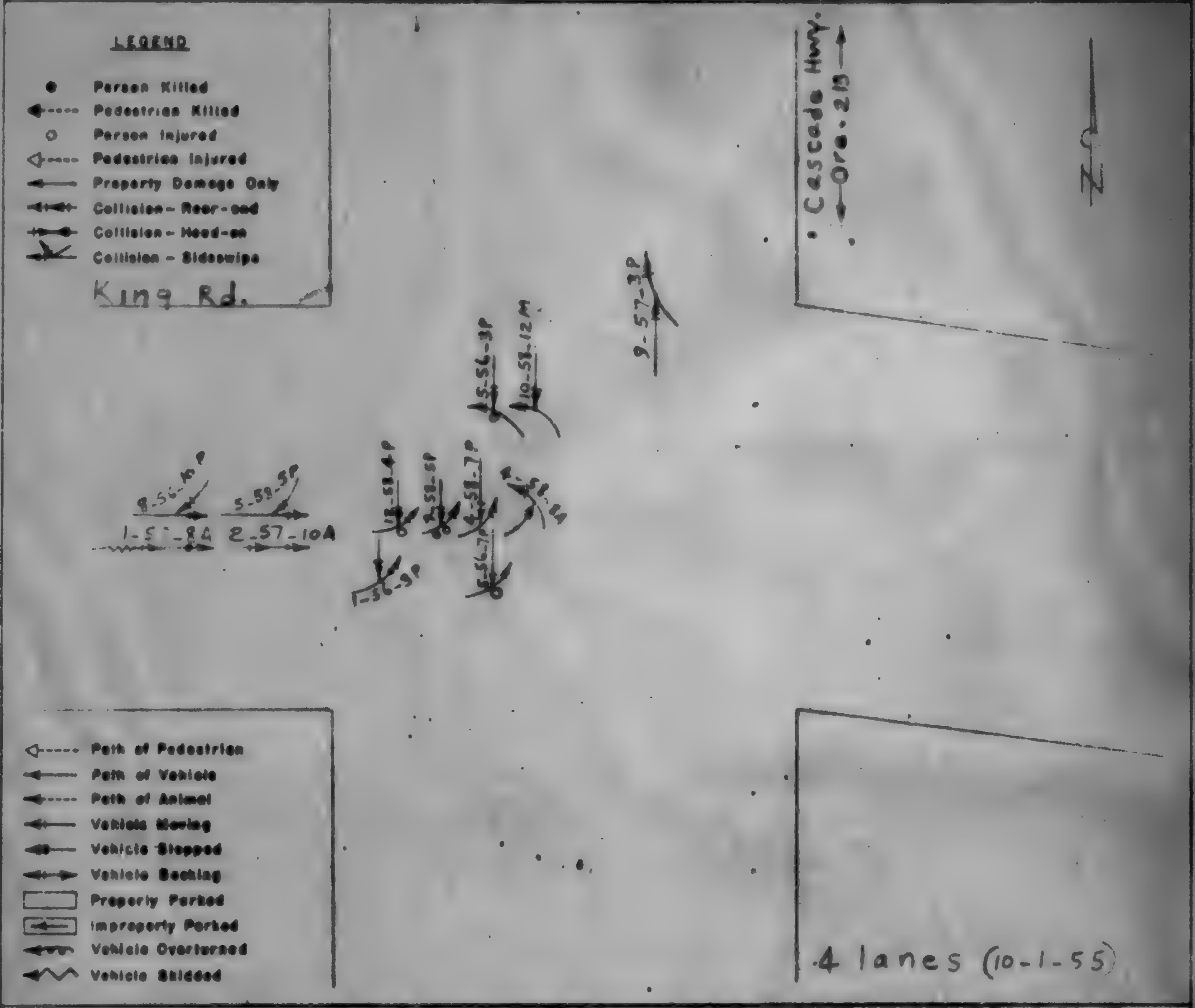
Collision Type	10-1-55 To 12-31-55				1956-1957				1958				3 Mos 1959				Total			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle																				
Head-on																				
Rear-end							2	2											[illegible]	[illegible]
Sideswipe							1	1											[illegible]	
Turning Movement							3	3											[illegible]	3
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing																				
Misc																				
TOTAL				0			6	6				0				0			6	6

1956-5

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

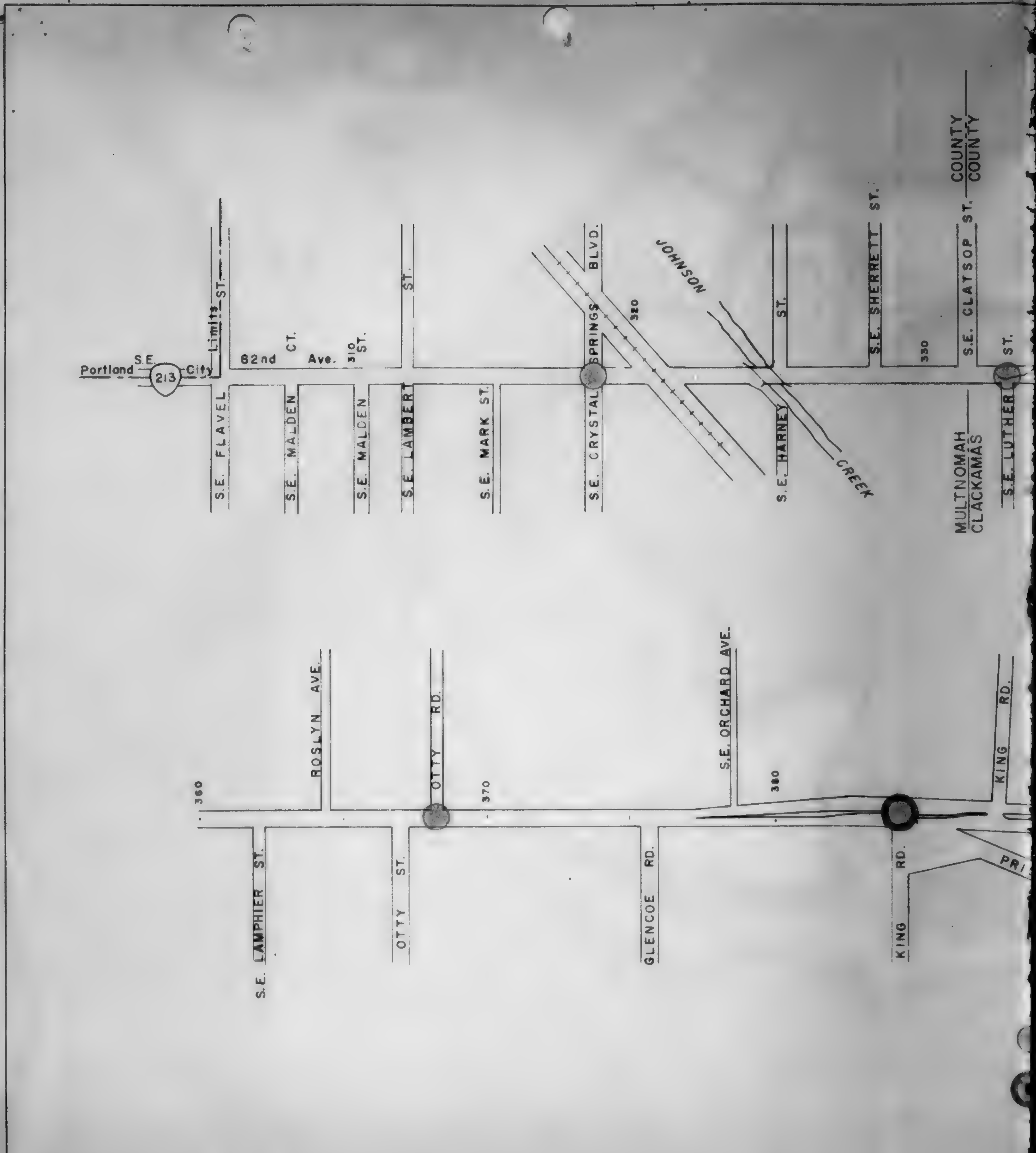
COLLISION DIAGRAM

~~City of~~ S. of Portland County Clackamas
Intersection of Cascade Hwy. and King Road
Highway Number 160 (Ore. 213) M.P. 8.23
Period Covered 10-1-55 To 3-31-59
Compiled by C.S. Drawn by Date 5-?-5?


LEGEND
Person Killed
Pedestrian Killed
Person Injured
Pedestrian Injured
Property Damage Only
Collision - Rear-end
Collision - Head-on
Collision - Sideswipe
King Rd.
Cascade Hwy.
Ore. 213
N
9-57-3P
5-56-3P
10-58-12M
8-56-10P
5-58-5P
1-57-8A
2-57-10A
12-58-4P
?-58-5P
4-58-7P
?-58-8A
1-56-3P
5-56-7P
Path of Pedestrian
Path of Vehicle
Path of Animal
Vehicle Moving
Vehicle Stopped
Vehicle Backing
Properly Parked
Improperly Parked
Vehicle Overturned
Vehicle Skidded
4 lanes (10-1-55)

Collision Type	10-1-55 To 12-31-55				1956 - 1957				1958				3 Mos. 1959				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle																				
Head-on																				
Rear-end							2	2											2	2
Sideswipe																				
Turning Movement						2	3	5		2	4	6						4	7	11
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing																				
Misc																				
TOTAL				0		2	5	7		2	4	6				0		4	9	13

1956-4
1957-3

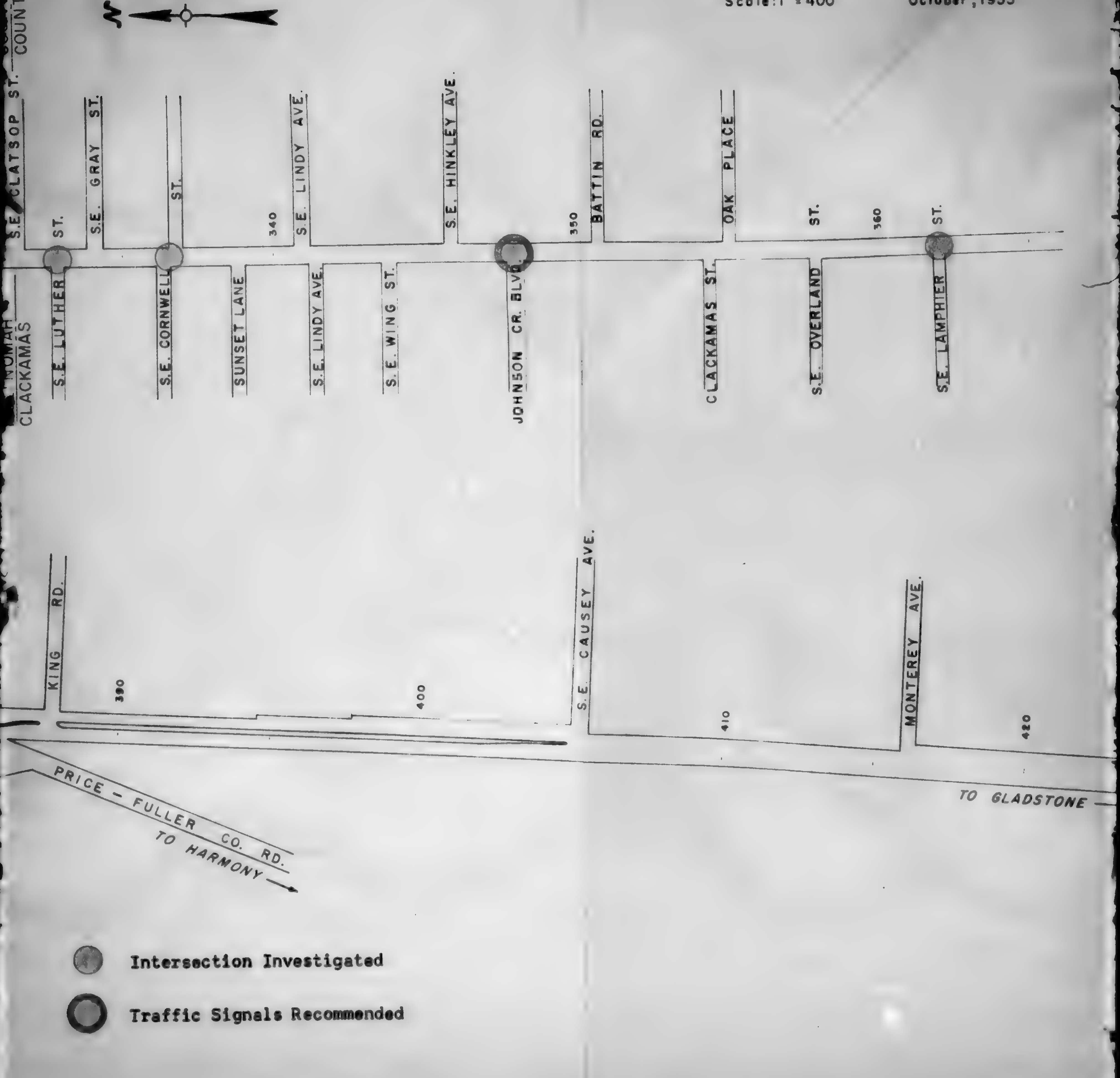

Portland City Limits
S.E. 82nd Ave.
213
S.E. FLAVEL ST.
S.E. MALDEN CT.
S.E. MALDEN ST.
S.E. LAMBERT ST.
S.E. MARK ST.
S.E. CRYSTAL SPRINGS BLVD.
310
320
330
JOHNSON CREEK
S.E. HARNEY ST.
S.E. SHERRETT ST.
S.E. CLATSOP ST.
S.E. LUTHER ST.
MULTNOMAH COUNTY
CLACKAMAS COUNTY
360
370
380
S.E. LAMPHIER ST.
ROSLYN AVE.
OTTY RD.
OTTY ST.
GLENCOE RD.
S.E. ORCHARD AVE.
KING RD.
KING RD.
PRI

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division

CONDITION DIAGRAM

CASCADE HIGHWAY

ORE 213 Hwy. No. 160 M.P. 6.49 to M.P. 8.50
Scale: 1" = 400' October, 1955


N
S.E. CLATSOP ST.
COUNTY
NOMAH
CLACKAMAS
S.E. LUTHER ST.
S.E. GRAY ST.
S.E. CORNWELL ST.
SUNSET LANE
340
S.E. LINDY AVE.
S.E. LINDY AVE.
S.E. WING ST.
S.E. HINKLEY AVE.
JOHNSON CR. BLVD.
350
BATTIN RD.
CLACKAMAS ST.
OAK PLACE
S.E. OVERLAND ST.
360
S.E. LAMPHIER ST.
KING RD.
390
400
S.E. CAUSEY AVE.
410
MONTEREY AVE.
420
TO GLADSTONE
PRICE - FULLER CO. RD.
TO HARMONY

● Intersection Investigated

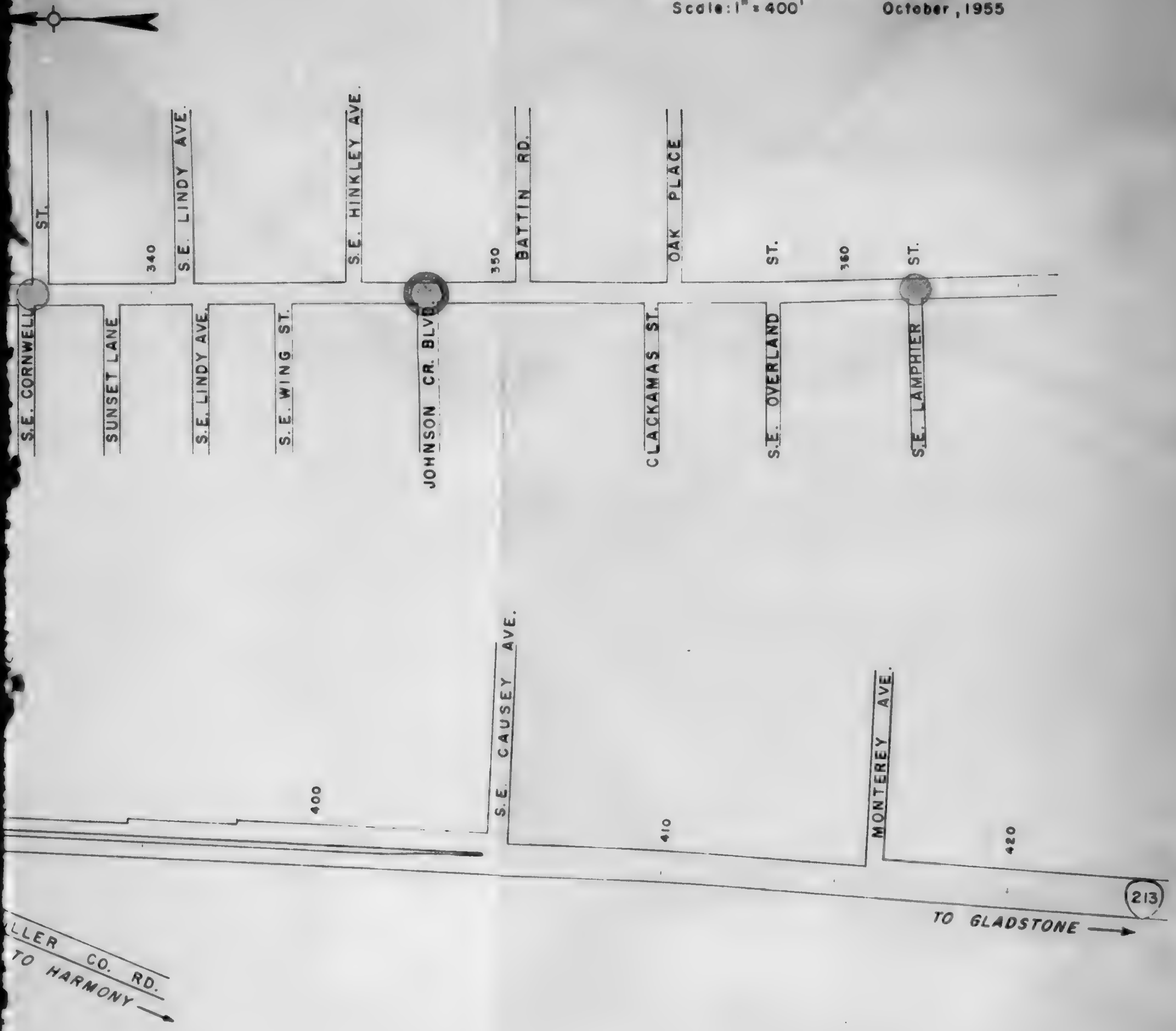
◉ Traffic Signals Recommended

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division

CONDITION DIAGRAM

CASCADE HIGHWAY

ORE 213 Hwy. No. 160 M.P. 6.49 to M.P. 8.50
Scale: 1" = 400' October, 1955



ST.
S.E. LINDY AVE.
S.E. HINKLEY AVE.
BATTIN RD.
OAK PLACE
ST.
ST.
340
350
360
S.E. CORNWELL
SUNSET LANE
S.E. LINDY AVE.
S.E. WING ST.
JOHNSON CR. BLVD.
CLACKAMAS ST.
S.E. OVERLAND
S.E. LAMPHIER
S.E. CAUSEY AVE.
MONTEREY AVE.
400
410
420
213
TO GLADSTONE
LLER CO. RD.
TO HARMONY

tersection Investigated

affic Signals Recommended

3313

RECEIVED
APR 27 1959
FOR FILING

April 22, 1959

Hon. Richard E. Groener
Oregon State Senate
State Capitol Building
Salem, Oregon

Dear Senator Groener:

Receipt is acknowledged of your letter of April 21 having reference to requests for traffic signals at various intersections on 82nd Avenue. We have received requests from the same people who submitted letters to you, and the matter has been turned over to our Traffic Engineering Division for the necessary surveys and investigations to determine the need, warrant, et cetera, for the requested signals. The results of the investigation will probably be reported to the State Highway Commission at its meeting in May.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:ms

cc Mr. Forrest Cooper
Mr. Ralph Sipprell
Mr. F. B. Crandall

HOME ADDRESS
RICHARD E. GROENER
15014 S. E. WOODLAND WAY
MILWAUKIE, OREGON

STATE OF OREGON
OREGON STATE SENATE
SALEM

COMMITTEES:
CHAIRMAN: FINANCIAL AFFAIRS
VICE CHAIRMAN: RESOLUTIONS
MEMBER: COMMERCE AND UTILITIES
ROADS AND HIGHWAYS
RULES AND BILLS

NOTED
W. C. WILLIAMS

April 21, 1959

Mr. W. C. Williams
State Highway Engineer
State Highway Building
Salem, Oregon

Dear Mr. Williams:

I have received copies of letters directed to the State Highway Commission by Mrs. Rodney Martin, President of Battin School P.T.A., and Mrs. Fred Kramer, President Lot Whitcomb P.T.A., both of Portland, wherein they are requesting that signal lights be placed at the intersections of King Road and 82nd Avenue and Johnson Creek Blvd. and 82nd, and for pedestrian crossings at the intersections of Cornwell and 82nd and Otty Road and 82nd.

The people in those areas are rightfully concerned that some child may be injured or killed at these dangerous crossings, and hope that some action could be taken soon.

Will you please inform me of your intentions regarding these dangerous crossings?

Sincerely yours,

Richard E. Groener
Richard E. Groener
State Senator

REG:sk
cc: Mrs. Rodney Martin
Mrs. Fred Kramer
Mr. Ralph Sipprell

RECEIVED
APR 22 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 22 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1959
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF M. K. McIVER
225 S. W. BROADWAY
PORTLAND 5, OREGON

April 16, 1959

Mr. Monroe Sweetland
State Senator
Senate Chamber
Salem, Oregon

Dear Senator Sweetland:

Thanks very much for your letter of April 14, 1959.

I have referred it to Mr. W. C. Williams, State Highway Engineer, from whom you no doubt will hear.

Yours truly,

M. K. McIver, Chairman
OREGON STATE HIGHWAY COMM.

MKM:jmc

cc: W. C. Williams ✓

MONROE SWEETLAND
DEMOCRAT
11TH DISTRICT, CLACKAMAS COUNTY

HOME ADDRESS:
MILWAUKIE, OREGON

STATE OF OREGON
OREGON STATE SENATE
SALEM

COMMITTEES:
CHAIRMAN: EDUCATION
MEMBER: AGRICULTURE
GAME
PUBLIC HEALTH
TAXATION

14 April 1959

M. K. McIver, Chairman
Oregon State Highway Commission
State Highway Building
Salem, Ore.

Dear Mr. McIver:

During the last week two of our important elementary school communities along 82nd street east of Milwaukie have strongly urged action to protect pedestrians and highway traffic at the following places along 82nd street:

King Road
Johnson Creek Blvd.
Cornwall Street
Otty Road

I believe they have addressed communications to you concerning this matter.

As the 82nd street communities become for all practical purposes part of the urban area of the city, and in view of the fact that there are neither underground or overhead crossings along this boulevard, it is becoming more and more necessary to provide safeguards for the heavy population of the area itself which frequently congests traffic. From now until the time when we can work out our long-run solutions for a throughway or enlarged 82nd street, we must provide some sort of interim safeguard for our people.

Stever

Traffic
[illegible]

Will you please keep me advised concerning your answer to the inquiries from the Pattin school P.T.A. and from the Lot Whitcomb school P.T.A. which have been made to you this week?

I will be glad to cooperate in any way which will be helpful or useful to obtain new safeguards and provide permanent protection at these important intersections.

Sincerely yours,

Monroe Sweetland

Monroe Sweetland

Explore Oregon ... Centennial Exposition June 10-September 17 ... 1959

RECEIVED
APR 15 1959
FOR FILING

April 14, 1959

Mrs. Rodney Martin, President
Battin School P. T. A.
8440 S. E. Battin Road
Portland 66, Oregon

Dear Mrs. Martin:

This is to acknowledge receipt of your letter dated April 8, 1959, which appears to be identical to a letter received from the President of the Lot Whitcomb P. T. A., requesting that signal lights be installed on 82nd Avenue at King Road and Johnson Creek Boulevard, and that a push button signal be installed on 82nd Street at its intersection with Cornwell and at Otty Road.

Copies of your letter are being forwarded to the members of the State Highway Commission and to the State Highway Engineer for their information.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FO:rj

cc: Commission
W. C. Williams

MARK O. HATFIELD
[redacted]
GOVERNOR

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

April 14, 1959

TRAFFIC ENGINEERING
RECEIVED
APR 21 1959
NOTED.. ☐ TE ☐ ATE ☐ TCE ☐ PSE ☐ TOE

Mrs. Rodney Martin
8326 S. E. Cornwell Avenue
Portland 66, Oregon

Dear Mrs. Martin:

Thank you very much for your interest in furnishing me with a copy of your letter to the State Highway Commission concerning your request for placing signal lights at certain intersections on 82nd Avenue.

I was very interested in your views on this matter and to know of the situation which exists in your area at the present time. A copy of this letter is being forwarded to Mr. W. C. Williams, State Highway Engineer, with the request that he keep me currently informed on the action which is taken on this matter.

Your thoughtfulness in bringing this matter to me attention is greatly appreciated.

Sincerely yours,

Governor

H:j

RECEIVED
APR 30 1959
OFFICE OF
STATE HIGHWAY ENGINEER

COPY

Mrs Rodney Martin
Pres. Battin School P.T.A.
8440 S. E. Battin Road
Portland 66, Oregon
April 8, 1959

State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

We have on file a petition signed by 262 residents of the Battin Kendall area. The petition reads as follows:

> We, the undersigned residents of the Battin and Kendall areas ask you the members of the Oregon State Highway Commission for the following:
>
> 1. To place signal lights at the following places:
>   a. Where King Road enters into 82-nd avenue.
>   b. Where Johnson Creek Blvd. enters 82-nd avenue.
> 2. Place pedestrian crossings at the following places with
>   a. Push button signal Set-Up at the following places
>   a. at the intersection of Cornwell and 82-nd street
>   b. at the intersection of Otty Road and 82-nd street.

We are asking the above for the following reasons:

1. Some very bad accidents have occured on 82-nd street the past several months. Especially the ones that involved two children that were seriously injured. One at the intersection of Battin Road and 82-nd street and the other at the corner of Gray street and 82-nd street. These plus other near serious accidents that have occured on 82-nd street should be justifiable reasons for doing the above mentioned things.

2. Many of the people, especially the women and the children need to cross 82-nd street to get to Sunday School, Church and the grocery stores. Older people living in the area do not have transportation and need to cross.

3. It is almost an impossiblity to get into 82-nd street from a side street.

We, the people of this area, feel that we are entitled to more consideration than you have given in the past. On occasions in the past, your reasons have not in our opinion, been justifiable reasons. We feel that for the future safety of our people and for our children we have a just reason for asking for the above. Let's not forget that the lives of human beings are at stake.

The officers of our P.T.A. would be happy to have a representative from your group to meet with us and discuss this matter.

Thanking you in advance for your cooperation in this worth while matter.

Very truly yours,
Mrs. Rodney Martin
Mrs Rodney Martin
President Battin School P.T.A.

RECEIVED
APR 15 1959
FOR FILING

April 14, 1959

Mrs. Fred Kramer, President
Lot Whitcomb P. T. A
7010 S. E. Lamphier Street
Portland, Oregon

Dear Mrs. Kramer:

This is to acknowledge receipt of your letter dated April 9, 1959, which appears to be identical to a letter received from the President of the Battin School P. T. A., requesting that signal lights be installed on 82nd Avenue at King Road and Johnson Creek Boulevard, and that a push button signal be installed on 82nd Street at its intersection with Cornwall and at Otty Road.

Copies of your letter are being forwarded to the members of the State Highway Commission and to the State Highway Engineer for their information.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj
cc: Commission
W. C. Williams

MARK O. HATFIELD
GOVERNOR

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

April 14, 1959

TRAFFIC ENGINEERING
RECEIVED
APR 21 1959
NOTED-- ☑ TE ☐ ATE ☐ TCE ☐ PRE ☐ TOE

Mrs. Fred Kramer
7010 S. E. Lamphier Street
Portland, Oregon

Dear Mrs. Kramer:

Thank you very much for furnishing me with a copy of your recent letter to the State Highway Commission concering a request which has been made by the residents of your area for the placement of additional traffic signal lights at certain intersections on 82nd Avenue.

It was with a great deal of interest that I read of the need which you have expressed for these signal lights. I am forwarding a copy of this letter to Mr. W. C. Williams, with the request that he keep me informed on the action which is taken on this matter.

Your thoughtfulness in bringing your observations on this situation to my attention is greatly appreciated.

Sincerely yours,

Governor

H:j

RECEIVED
APR 20 1959
OFFICE OF
STATE HIGHWAY ENGINEER

COPY

Mrs Fred Kramer
Pres. Lot Whitcomb P.T.A.
7010 S. E. Lamphier Street
Portland, Oregon
April 9, 1959

State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

We have on file a petition signed by 262 residents of the Battin-Kendall area. The petition reads as follows:

> We, the undersigned residents of the Battin and Kendall areas ask you the members of the Oregon State Highway Commission for the following:
>
> 1. To place signal lights at the following places:
>   - a. Where King Road enters into 82-nd avenue.
>   - b. Where Johnson Creek Blvd. enters 82-nd avenue.
> 2. Place pedestrian crossings at the following places with
>   - a. Push Button Signal Set-Up at the following places:
>   - a. At the intersection of Cornwell and 82-nd st.
>   - b. At the intersection of Otty Road & 82-nd. St.
>
> We are asking the above for the following reasons:
>
> 1. Some very bad accidents have occured on 82-nd street the past several months. Especially the ones that involved two children that were seriously injured. One at the intersection of Battin Road and 82-nd street. and the other at the corner of Gray street and 82-nd s treet. These plus other near serious accidents that have occured on 82-nd street should be justifiable reasons for doing the above mentioned things.
> 2. Many of the people, especially the women and the children need to cross 82-nd street to get to Sunday School, Church and the grocery stores. Older people living in the area do not have transportation and need to c ross.
> 3. It is almost an impossibility to get onto 82-nd street from a side street.

We, the people of this area, feel that we are entitled to more consideration than you have given us in the past. On occasions in the past, your reasons have not in our opinion, been justifiable reasons. We feel that for the future safety of our people and for our children we have a just reason for asking the above. Let's not forget the lives of human beings are at stake.

The officers of our P.T.A. would be happy to have a representative from your group to meet with us and discuss this matter.

Thanking you in advance for your cooperation in this worth-while matter.

Very truly yours,

Mrs Fred Kramer

Mrs Fred Kramer
President Lot Whitcomb School P.T.A.

We, the people of this area, feel that we are entitled to more consideration than you have given us in the past. On occasions in the past, your reasons have not in our opinion, been justifiable reasons. We feel that for the future safety of our people and for our children we have a just reason for asking the above. Let's not forget the lives of human beings are at stake.

The officers of our P.T.A. would be happy to have a representative from your group to meet with us and discuss this matter.

Thanking you in advance for your cooperation in this worth-while matter.

Very truly yours,
Mrs Fred Kramer
Mrs Fred Kramer
President Lot Whitcomb School P.T.A.

I-5-2(21)112 Booth Ranch Truck Scale 1959
Site on Pacific Hwy.
#5567

RECEIVED
[illegible] 1960
FOR FILING
1-3-2(21) 112
5567

August 24, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5567 for illumination installation on the Booth Ranch Truck Scale Site of Pacific Highway in Douglas County was completed by the contractor, Electric Corporation on April 23, 1960, and was formally accepted by the Highway Commission on June 2, 1960.

Final payment in the amount of $1,670.33 will be released to the contractor on or after September 3, 1960. The total contract amount is $4,158.00, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
FORM E-123
JAN 11 1960
FOR FILING

I 5-2(31)112

[illegible]

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 11, 1960

Electric Corporation
1375 13th Street SE
Salem
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5567, awarded December 16, 1959, for illumination installation of the Booth Ranch Truck Scale Site on Pacific Highway in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
1959
FOR FILING
[illegible]
5567

When replying, refer to
08-35.4-0

408 State Highway Building
Salem, Oregon

December 16, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5567 for Oregon Project I-5-2(21)112, Booth Ranch Scale Site (Illumination & signing), Pacific Highway, to Electric Corporation of Salem, Oregon, low bidder in the amount of $4,188.00 at the December 8, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

Porter

A

RECEIVED
DEC 17 1959
FOR FILING
I 5 2(31)112
5567

December 16, 1959

Electric Corporation
P. O. Box 266
Salem, Oregon

Gentlemen:

The State Highway Commission on December 16, 1959 awarded to you State Highway Contract No. 5567 for illumination installation at the Booth Ranch Truck Scale Site on the Pacific Highway in Douglas County.

This award was based on your bid of $4,188.00, which was the low bid submitted to the Commission on December 8, 1959 for this project Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms
cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Merchant

RECEIVED
[illegible] 1959
FOR FILING
I 5-4(21)112
5567

When replying, refer to
08-35.4

408 State Highway Bldg.
Salem, Oregon

November 20, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-5-4(21)112, Booth Ranch Truck Scale Site, Pacific Highway, Douglas County (Illumination and signing).

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
Division Engineer

Orig to
P. A. file

I-5-1(16)46 Rogue River Bridges at 1959
Homestead
#5568

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

December 19, 1962

By:
L. R. Backlund
Administrative Manager

A. W. Parsons, Division Engineer
Salem, Oregon

08-35.5

Oregon Project I-5-1(16)46
Rogue River Bridge (Homestead)
Voucher No. 14 - Final
Net amount claimed $30,681.00

The subject voucher has been approved in the reduced amount of $30,417.00. Deduction has been made in accordance with the attached Schedule of Exceptions, Item No. 1.

Total amount of deduction	$286.30
Federal-aid Pro-rata	92.34%
Net deduction in even dollars	$264.00

In the event you disagree with the deduction made, it will be necessary to present a reclaim in accordance with Instructional Memorandum 4-1-61.

Attachments

NOTED
LLOYD [illegible]

RECEIVED
DEC 20 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Original To Young
with attachments
12-21-62

NOTED
R. L. PORTER

RECEIVED
JAN 12 1962
FOR FILING
[illegible]
5568

January 11, 1962

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

State Highway contract #5568 for construction of the Rogue River (Homestead) Bridges on the Grants Pass-Rock Point Section of Pacific Highway in Jackson County was completed by the contractor, Pacific Concrete Co., & Otis P. Jordan Jr., on September 8, 1961, and was formally accepted by the Highway Commission on October 20, 1961.

Final payment in the amount of $19,879.29 will be released to the contractor, assigned to the Portland Trust Bank - Parkrose Branch, on or after January 18, 1962. The total contract amount is $626,054.41, of which amount $235.54 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
James E. Schram & Co.,
609 Mead Bldg.,
Portland 4, Oregon

cc: Pacific Concrete Co., &
Otis P. Jordan Jr.,
P. O. Box 7648
Portland 20, Oregon

RECEIVED
SEP 20 1961
FOR FILING

D. Cook

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

[illegible]

5568

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 19, 1961

Mr. C. G. Polk
Division Engineer
U. S. Bureau of Public Roads
477 Cottage, N.E.
Salem, Oregon

Dear Sir:

Pacific Concrete Company & Otis P. Jordan, Jr., completed work on the Rogue River Bridges (Homestead) on the Pacific Highway in Jackson County, Contract No. 5568, FAP No. I-5-1(16)46 on September 8, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

mm

cc: Mr. J. W. Nash
Mr. Floyd Query ✓
Mr. D. B. Parkes

NOTED
FLOYD QUERY

NOTED ON CARD

RECEIVED
AUG 2 1961
FOR FILING

I-5-1(16)

5568

August 2, 1961

Mrs. C. N. Gail
Post Office Box 206
Gold Hill, Oregon

Dear Mrs. Gail:

I have your letter of July 31 concerning the cleanup of the stream at the Homestead On The Rogue bridge over the Rogue River. This job has not been finally completed and accepted by the State, and we, of course, will not permit obstructions in the river to remain.

I wish to thank you for calling our attention to the matter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. W. C. Williams
Mr. F. B. Crandall

Mrs. C. N. Gail
P.O. Box 206
Gold Hill, Oregon
July 31, 1961

Paxson

Mr. W. C. Williams
The Oregon State Highway Dept.
Salem, Oregon

Dear Sir:

I am a resident and property owner on the Rogue River in the immediate area of the new dual bridge which crosses the river at Homestead- On- The- Rogue.

For many years my family and other families here have enjoyed river recreation such as floating down in inner-tubes and boating.

Since the bridge construction, the river here is unsafe for such sports. The construction Co. has left many hazards in the water under the two bridges. To mention a few: There are 4 temporary jagged iron piers visable and more under the water; and there are at least 6 cement blocks with sharp iron rods extending up from them and, no doubt, more which one can not see.

I realize the impossibility of restoring the river exactly as it was before, but I do not think it is right to leave these hazards in the river.

Some unsuspecting tube-floater could be badly hurt and possibly drowned from any one ot these sharp irons; Likewise a boat could be damaged severely.

We in the area will be very grateful if the Highway Department will take steps to clear the river under these bridges of the above mentioned hazards.

Yours truly,
Mrs. C. N. Gail
Mrs. C. N. Gail

RECEIVED
AUG - 2 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 3 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 2 1961
FOR FILING

I-5-1(16)44

5568

Salem, Oregon
August 2, 1961

Mr. Ivan D. Merchant

Herewith copy of a letter from a Mrs. C. N. Gail complaining about the cleanup of the stream bed at the Homestead bridge over the Rogue.

We should not leave any obstructions in the stream, and I would ask that you have our field forces check on this and see that the project is properly cleaned up.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

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JUL 28 1961
FOR FILING

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5568

July 27, 1961

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

It is the intention of the State Highway Commission to release to Pacific Concrete Co. & Otis P Jordan Jr., assigned to the Portland Trust Bank, Parkrose Branch, a portion of the funds heretofore retained by the Commission on contract #5568 for the Rogue River (Homestead) Bridges on the Grants Pass-Rock Point Section of Pacific Highway in Jackson County.

This payment, in the amount of $12,426.27, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $18,740.40. The present payment will be released on or after August 3, 1961.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
James E. Schram & Co.,
609 Mead Bldg.,
Portland 4, Oregon

cc: Pacific Concrete Co., and
Otis P. Jordan Jr.,
10401 NE Marx Street
Portland 20, Oregon

RECEIVED
JUL 31 1961
FOR FILING

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5568

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 20, 1961

SUBJECT: Rogue River (Homestead)
Bridges
Contract No. 5568

To: Mr. W. C. Williams
State Highway Engineer
OFFICE

Pacific Concrete Company and Otis P. Jordan, contractor on the above project, has completed all work on the contract with the exception of replacing some deck joint filler. This work cannot be completed at the present time because Roy L. Houck is hauling across the structure and it may be some time before the Bridge Contractor will be able to complete the work without interference with the Houck hauling operations.

We are at present holding retained percentage on the contractor at a 5% rate in the amount of $31,166.67. Contractor has requested that the retained percentage be reduced to the lowest possible amount. I propose to reduce the retained percentage to a rate of 3%, retaining $18,604 and releasing some $13,000 to the contractor.

May I have your approval of this action.

Ivan D. Merchant
Bridge Engineer

CAG:nk

Approved
W. C. Williams

Original returned
to Ivan Merchant

RECEIVED
MAR 3 1961
FOR FILE

I-5-1(16)46

5568

T

March 2, 1961

Oregon State Highway Commission

Gentlemen:

Effective 8 a.m., February 28, 1961, permission was granted for the establishment of a 30-mile-per-hour construction speed zone on the Rogue River Highway in the vicinity of the Homestead Overcrossing.

Your concurrence is requested in the establishment of a 30-mile-per-hour construction speed zone on that section of the Rogue River Highway, No. 60, between M.P. 292.25 and M.P. 292.75.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

VPJ:pk me

cc G. S. Paxson
F. B. Crandall

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FOR FILING
1-5-1 (16) 46
5568

October 18, 1960

Pacific Concrete Company, and
Otis P. Jordan, Jr.
10401 N. E. Marx Street
Portland 20, Oregon

Re: Rogue River Bridge
Contract No. 5568

Gentlemen:

In constructing piers for this bridge you have built a dike partially across the river enclosing the site of several of these piers. The presence of this dike has caused the State Game Commission considerable concern. They have inspected the site and have directed that this dike not be taken out during periods of low water but that if high water this season does not remove the material, it be removed at a time that will not conflict with the spawning of the ordinary salmon runs. It is anticipated that the favorable time will be the last of March or the first of April.

The State Game Commission has authority in such matters and under the contract you are specifically advised of their authority in Article 1.7.29, Page 13 of the Standard Specifications for Highway Bridge Contracts.

An inspection will be made at the appropriate time next spring and specific directions as to the time and method of operation will be given. Please take this into account and schedule your operations accordingly.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc: W. C. Williams
I. D. Merchant
F. D. Morgan
Roy Morton

GSP:ms

J. H. VAN WINKLE, CHAIRMAN, OREGON CITY
MAX WILSON, JOSEPH
JOHN P. AMACHER, WINCHESTER
ROLLIN E. BOWLES, PORTLAND
JOSEPH W. SMITH, KLAMATH FALLS

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
P. O. BOX 4136
PORTLAND 8

September 27, 1960

State Highway Engineer
State Highway Department
Salem, Oregon

Dear Sir:

This letter is being written in response to a request from Mr. G. S. Paxson for a statement concerning the contemplated removal of a coffer dam from the Rogue River near Homestead.

Our staff has had telephone discussion with Mr. Paxson regarding this situation and it was pointed out that previous observations of our people indicated that removal of this material at this time would be injurious to the fishery resources of the Rogue system.

Following the above-mentioned discussion, it was decided that a statement be withheld until further observation could be made. On Sunday, September 25, Mr. Schneider and Mr. Campbell examined the area in company with our local biologist. They have since informed me that the situation has not changed and removal of the coffer dam at this period would seriously affect the fall chinook salmon run.

It is unfortunate that this material was placed in the stream in the first place and removal at this time would compound the problem. It is recommended that this structure be allowed to wash out naturally during the high water stages later in the year.

Your kind consideration of this request will be appreciated.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By Clark Walsh

Clark Walsh
Assistant Director

cc: Robert Schoning

Large Culvert Locations

Section	Size	Sta	Length	Creek	Prop. Slope
Grants Pass - Jackson Co Line	8'x8'	173+70	290'	Jones Cr	
	60"	249	315'	Bloody Run Cr.	
Josephine Co Line - Evans Cr	48"	373	236'		
	48"	405+15	203'		
	48"	468	78'		
	48"	490			
Evans Cr - Homestead	Dbl 12'x12'	530+35	339'	Ward Cr	2.2%
Homestead - Rock Point	60"	703	148'	Dr. Ditch at Homestead Interch	.3%
	60"	711	112'		
	60"	715	86'		
	60"	801+65	480'		

H

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September 15, 1960

Mr. Glenn L. Jackson, Member
Oregon State Highway Commission
216 W. Main
Medford, Oregon

Dear Mr. Jackson:

You recently called about the matter of some material that had been deposited at the Rogue River Bridge at Homestead-on-the-Rogue.

I have carefully checked this with the Bridge Division and am told that it has always been its intention to remove any material that was put in by the contractor in connection with the construction of the bridge and that the river and river bed will be left in the same general condition that it was prior to the construction of the bridge.

The Bridge people do not know what inspired the rumor that the substantial amounts of material were to be left in the stream bed.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

FC:fn

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H

Salem, Oregon
September 15, 1960

Mr. Ivan D. Merchant

Rumor has reached us that the contractor on the Rogue River Bridge at Homestead on The Rogue intends to leave the dikes which he has built out into the river in place upon his completion of the work. This is not in accordance with the contract, and you will note in Article 1.4.9 on page 4 of the Standard Specifications the following:

> "All excavated material or falsework placed in the stream channel during construction shall be removed by the contractor before final acceptance."

This must be complied with, as we do not want material washing downstream and interfering with fish life. Please make sure that this material is removed before danger of high water.

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. F. D. Morgan
Mr. Roy Norton

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5568

H

Salem, Oregon
September 15, 1960

Mr. Ivan D. Merchant

I observed the large bars at points of negative moment in the Rogue River Bridge at Homestead on The Rogue, and I am wondering whether we are not running into serious trouble in cracking the bridge deck. There has been a large amount of research done on the ratio of steel bar perimeter to the area of concrete in tension, and it is fairly well established that this ratio has a great effect upon the width of the individual cracks.

I am attaching a copy of the A.C.I. Journal for June 1959 and call your attention to the article by Georg Wastlund having to do with requirements for limitation of crack formation. I would suggest that you read over this article rather carefully.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

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5568

CON GPA 6 9-6-60 1130A

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SEP 6 - 1960
OFFICE OF
STATE HIGHWAY ENGINEER

G S PAXSON
ASST STATE HWY ENG

DECK POUR, USING CLARY VIBRATING SCREED,AT ROGUVE RIVER(HOMESTEAD) BRIDGE WILL BEGIN TOMORROW MORNING. MR MERCHANT WILL PICK YOU UP AT THE MEDFORD AIRPORT AT 0945 -A M IF THERE ARE ANY CHANGES IN YOUR PLANS, WILL YOU PLEASE TELETYPE US BACK SO WE CAN CONTACT MR MERCHANT

Orig
NOTED
G. S. PAXSON

ELDON EVERTON
EKG:,.

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I-5-1(16) 41

5368

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 23, 1960

C. WILLIAMS

SUBJECT:

To:

MEMO TO THE FILE

The overcrossing of the northbound lanes of the freeway at Homestead-On-The-Rogue is a three-lane bridge crossing over the present Pacific Highway. This bridge was designed symmetrical about a centerline. This centerline was not coincident with the centerline of the two northbound lanes, since the structure was to carry the two northbound lanes and an acceleration lane. This bridge was staked erroneously with the bridge centerline and the roadway centerline coinciding. Three footings were poured in each of two bents and the columns poured on one bent prior to discovery that the bridge was erroneously staked. Correction was achieved by rearranging the bents with the loss of one footing and one column in one bent and one footing in the second bent.

This information had become common knowledge in the Rogue River area to the extent that Mr. Max Thayer of the Rogue River paper called this office requesting further information. He was given the above information together with the information that the cost of revision was approximately $6,000. This was the figure which was shown on the request for additional expenditure on this project. Said request also covered the items incident to the correction of the Rock Point slide.

Mr. Thayer was told that this was an error to which we reluctantly confessed and it was explained to him that, due to the present wage scales, we were unable to secure the type of personnel necessary to eliminate this type of happenstance. Mr. Thayer was pleased to receive the information, stating that it was very much to our credit that we exposed the facts without equivocation.

WCW

TE:jw

Tom Edwards
Construction Engineer

cc Forrest Cooper ✓
G. S. Paxson
Ivan D. Merchant

Contract 5568

2-10-60 A

RECEIVED
FEB 11 1960
FOR FILING

Monthly Transaction No. 1-37	Form 2 (9-1. 7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
Project Report No. I-5-1(16)46 5568	**FEDERAL-AID PROJECT AGREEMENT**	County **Jackson**
		Project No. **I-5-1(16)46**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

U. S. 99, Rogue River Bridge (Homestead)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**11-20-59**	**0.1**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **685,666**	Federal funds $ **630,000**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ **C. G. Polk**
Division Engineer

By:
R. C. Wright
Administrative Manager

Date executed by Division Engineer **February 10, 1960**

February 5, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Rogue River (Homestead) Bridge, Project No. I-5-1(16)46.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RWC:mm

January 11, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending four copies of estimate as a basis for project agreement for the Rogue River (Homestead) Bridge, Project No. I-5-1(16)46.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

DAR:am

Oregon State Highway Department

Federal Aid
Project No. I-5-1(16)46

ROGUE RIVER (HOMESTEAD) BRIDGE ON THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 5, 1960

Type Code X021
Rogue River (Homestead) Bridge (Sta. 690+48 to Sta. 698+35.5)(Cont. No. 5568)

Shoring, Cribbing, Etc.	All Required	$	$ 54,608.29
Structural Excavation	2,300 cu. yds.	4.25	9,775.00
Structural Excavation Below Elevation Shown	100 cu. yds.	10.00	1,000.00
Furnish 10" BP 42# Steel Piling	720 lin. ft.	7.00	5,040.00
Drive Steel Piles	16 only	40.00	640.00
Splice Steel Piles	4 only	0.01	0.04
Class "A" Concrete (5,848 cu.yds.)	All Required		340,000.00
Metal Reinforcement (1,482,300 lbs.)	All Required		193,000.00
Metal Parapet Rail	3,150 lin. ft.	5.00	15,750.00
8-inch Metal Drain Pipe	130 lin. ft.	4.00	520.00
Stone Riprap in Place	1,000 tons	3.00	3,000.00
	Subtotal		$623,333.33
	10% Engr. & Cont.		62,332.67
	Total		$685,666.00

Length of Structure - - - - - 0.149 Mile

Federal Funds - $630,000.00
State Funds - 55,666.00

$685,666.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Federal Aid
Oregon State Highway Department
Project No. I-5-1(16)46

ROGUE RIVER (HOMESTEAD) BRIDGE ON THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 3, 1959

Type Code X021
Rogue River (Homestead) Bridge (Sta. 690+48 to Sta. 698+35.5)

Shoring, Cribbing, Etc.	All	Required		$ 10,000.00
Structural Excavation	2,300	cu. yds.	$6.00	13,800.00
Structural Excavation Below Elevation Shown	100	cu. yds.	10.00	1,000.00
Furnish 10" BP 42# Steel Piling	720	lin. ft.	5.00	3,600.00
Drive Steel Piles	16	only	80.00	1,280.00
Splice Steel Piles	4	only	45.00	180.00
Class "A" Concrete (5,848 cu.yds. at $77.50)	All	Required		453,220.00
Metal Reinforcement (1,482,300 lbs. at $0.13)	All	Required		192,699.00
Metal Parapet Rail	3,150	lin. ft.	9.00	28,350.00
8-inch Metal Drain Pipe	130	lin. ft.	4.00	520.00
Stone Riprap in Place	1,000	tons	6.00	6,000.00
	Subtotal			$710,649.00
	10% Engr. & Cont.			71,064.90
		Total		$781,713.90

Length of Structure - - - - 0.149 Mile

Federal Funds -	$721,000.00
State Funds -	60,713.90
	$781,713.90

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FEB -1 1960
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[illegible]

January 29, 1960

Mr. Dan Heimbuck, Manager
Parkrose Branch
Portland Trust Bank
10003 N. E. Sandy Boulevard
Portland 20, Oregon

Dear Mr. Heimbuck:

This is to acknowledge your letter of January 28 enclosing a Notice of Assignment to your bank by Pacific Concrete Company, Inc. and Otis P. Jordan, Jr. of moneys due or to become due on our Contract 5568.

As the assignment has been approved by the surety, we will proceed to have contract payments forwarded as directed in the assignment.

Attached is a copy of your letter of January 28 acknowledged by myself.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

FC:rj

cc: Glens Falls Insurance Co.
James E. Schram & Co., Att: James E. Schram
Pacific Concrete Co., Inc., Att: Otis P. Jordan, Jr.
C. H. Maison

NOTED ON CARD
Oc

HEAD OFFICE

PARKROSE BRANCH
PORTLAND TRUST BANK
COMMERCIAL — SAVINGS — TRUST
MEMBER FEDERAL RESERVE SYSTEM

10003 N. E. SANDY BLVD.
PORTLAND 20, OREGON

January 28, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

Enclosed herewith is Notice of Assignment and consent thereof executed by Glens Falls Insurance Company, surety on the Pacific Concrete Company, Inc. and Otis P. Jordan, Jr. contract No. 5568, which has been assigned to this office.

We had formerly obtained your acknowledgement of the Notice of Assignment, and now ask for your consent by signing and returning the enclosed copy of this letter.

Very truly yours,

Dan Heimbuck
Manager

DH:mb
Encl.

NOTED ON CARD
Lc

REC[illegible]
JAN 2[illegible] 1960
STATE [illegible]

NOTICE OF ASSIGNMENT

TO: James E. Schram and Co.
609 Mead Building
Portland, Oregon

Date: January 15, 1960

Re: Contract No. 5568 made by
Oregon State Highway Department
with Pacific Concrete Company, Inc.
& Otis P. Jordan, Jr.,
10401 N.E. Marx Street
Portland 20, Oregon

FOR: Rogue River (Homestead) Bridges
(Dual Structures), Bridge No. 8381
Grants Pass - Rock Point Section
Pacific Highway in Jackson County

DATED: December 16, 1959

PLEASE TAKE NOTICE that moneys due or to become due under the contract described above have been assigned to the undersigned subject to the provisions of ORS 366.420.

A true copy of the instrument of Assignment is attached hereto.

Payments due or to become due under such contract should be made to the assignee.

Please return to the undersigned the two enclosed copies of this notice with appropriate notations showing the date and hour of receipt and duly signed by the person acknowledging receipt on behalf of the addressee.

Very truly yours,

PORTLAND TRUST BANK

By: ______________________
Dan Heimbuck, Manager
Parkrose Branch
Portland Trust Bank
10003 N.E. Sandy Blvd.
Portland 20, Oregon

Receipt is hereby acknowledged of the above Notice of Assignment and consent given on the 25th day of January, 1959 at 12:01 am

____
Signature Attorney

on behalf of GLENS FALLS INSURANCE COMPANY

James E. Schram & Company
609 Mead Bldg., Portland, Oregon
(Name and Title of Addressee of Notice)

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

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1960
FOR FILING

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January 26, 1960

Mr. Roy Tokerud, Bridge Engineer
U. S. Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Rogue River-Homestead Bridge
Bridge No. 8381
Contract No. 5568
F.A.P. I-5-1(16)46, Prefix 615-1069

Our resident bridge engineer telephoned yesterday that it was necessary to go below plan elevation on footing for Pier No. 3 for the bridge across the Rogue River at Homestead.

This is being built by the Pacific Concrete Company on Contract No. 5568. Due to the urgency to decide on what was necessary to be done, I approved a Price Agreement of $30 per cubic yard for filler concrete for placing sub-base under the pier footing. One-half of the footing had to be excavated 2½'-3' lower than where cemented gravel was encountered for the other half. Cemented gravel for the higher half of the footing was about 4' below plan elevation, and to have carried the entire footing down to the depth of the filler concrete portion would have required additional shoring and cribbing which would have made the cost considerably more than the 30 yards involved in the filler concrete.

A Price Agreement will be forthcoming, and this letter is to advise you of the necessity so that this Price Agreement will secure your approval for Federal participation.

RECEIVED

Very truly yours,

Ivan D. Merchant
Bridge Engineer

by

E. G. Ricketts
Assistant Bridge Engineer

EGR/mm
cc: Mr. Roy Norton
Mr. F. D. Morgan
Mr. G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
N 1960
FOR FILING

I5-1(16)46
5568

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 11, 1960

Pacific Concrete Company, and
Otis P. Jordan, Jr.,
10401 NE Marx Street
Portland 20
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5568, awarded December 16, 1959, for the Rogue River (Homestead) Bridges on the Grants Pass-Rock Point Section of Pacific Highway in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do
Encl.

A

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1959
FOR FILING

I 5 1(16)46

55[illegible]

When replying, refer to
08-35.4-0

408 State Highway Building
Salem, Oregon

December 16, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5568 for Oregon Project I-5-1(16)46, Rogue River Bridges (Homestead) on the Pacific Highway to Pacific Concrete Co. & Otis P. Jordan, Jr. of Portland, Oregon, low bidder in the amount of $623,333.33 at the December 8, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

A

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DEC 17 1959
FOR FILING

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5568

December 16, 1959

Pacific Concrete Company
and
Otis P. Jordan, Jr.
10401 N. E. Marx Street
Portland 20, Oregon

Gentlemen:

The State Highway Commission on December 16, 1959 awarded to you State Highway Contract No. 5568 for construction of the Rogue River Bridges (at Homestead) in Jackson County.

This award was based on your bid of $623,333.33, which was the low bid submitted to the Commission on December 8, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Merchant

R

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NOV 30 1959
FOR FILING

I 5 1(16)46

556

When replying refer to:
08-35.6

Date: November 20, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-5-1(16)46, Rogue River (Homested) Bridge on the Grants Pass-Rock Point Section.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

orig.
Porter

I-5-1(17)58 Pacific Hwy. O'Xing of Beacon Dr. (Grants Pass) 1959

#5569

RECEIVED
JUL 17 1961
FOR FILING

3569

477 Cottage Street, N. E.
Salem, Oregon

July 5, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

08-35.5 C. G. Polk, Division Engineer
Salem, Oregon

Oregon Project I-5-1(17)58, Beacon Drive Overcrossing (Grants Pass at 10th. Street), Voucher No. 9 - Final

The subject voucher has been approved for payment in the net amount of $7,988.00. Deduction has been made in accordance with the attached Schedule of Exceptions.

Total amount of deduction	$246.00
Federal-aid Pro-rata	92.34%
Net Deduction (in even dollars)	227.00

In the event that you disagree with the deduction made, it will be necessary to present reclaim of the disallowed item of cost on a separate PR-20 or PR-21 voucher identified as a reclaim voucher. Reclaim vouchers are to be submitted within nine months of the date the original voucher is processed for payment, and should be accompanied by a formal statement in rebuttal to the disallowances.

Attachment

Porter

NOTED
[illegible]

PAGE OF PAGES

FORM [illegible]

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

SCHEDULE OF EXCEPTIONS
(IM 4-1-61)

		EM NO. 1	
		DIVISION OFFICE NO. 35	
ATTACHMENT TO AUDIT CERTIFICATE COVERING	PROJECT NUMBER I-5-1(17)58	VOUCHER NUMBER Final Vou. No. 9	AMOUNT CLAIMED $ 8,215.00

EXCEPTION

Construction - Type Code X221 $97,427.79

Item 1 - Price Agreement #1, approved 7-19-60 subject to provision that Federal-Aid reimbursement is limited to the extent of extra quantities of concrete and re-steel at respective unit bid prices. Extra costs to place paving ledge included in the State claim is ineligible as per special provisions of contract.

Total exception	$246.00

REPLACES FORM PR-368, WHICH IS OBSOLETE

U. S. GOVERNMENT PRINTING OFFICE : 1961-[illegible]

USCOMM-DC 49112-P61

RECEIVED
JAN 17 1961
FOR FILING
[illegible]
5569

January 17, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

State Highway contract #5569 for the Beacon Drive-10th St. Jct. Overcrossing on the Grants Pass-Jackson County Line Section of Pacific Highway in Josephine County was completed by the contractor, Ausland Construction Co., on October 28, 1960, and was formally accepted by the Highway Commission on December 12, 1960.

Final payment in the amount of $4,421.80 will be released to the contractor on or after January 27, 1961. The total contract amount is $97,315.79, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Ausland Construction Co.,
P. O. Box 437
Grants Pass
Oregon

RECEIVED
DEC 5 - 1960
FOR FILING

I-5-1(17)58
5569

December 1, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Work was completed October 28, 1960 on Contract 5569, Beacon Drive Overcrossing in Josephine County, Project No. I-5-1(17)58.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

JWN:sw

RECEIVED
25 1960
FOR FILING
[illegible]
5569

November 25, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Ausland Construction Co., on contract #5569 for construction of the Beacon Drive-10th St. Jct. Overcrossing on the Grants Pass-Jackson County Line Section of Pacific Highway in Josephine County.

This payment, in the amount of $11,180.87, will be released to contractor on or after December 5, 1960. The retained percentage is $2,873.01.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Ausland Construction Co.,
P. O. Box 437
Grants Pass
Oregon

5569 2-10-60 A

RECEIVED
1960
FOR FILING 5 58

Monthly Transaction No.	For 3-2 (9- 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon**
Project Report No. I-5-1(17)58	**FEDERAL-AID PROJECT AGREEMENT**	County **Josephine**
		Project No. **I-5-1(17)58**

5569

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

U.S. 99, Beacon Drive Overcrossing
(Approx. 0.3 mile N. of Grants Pass)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**11-20-59**	**0.1**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **105,143**	Federal funds $ **97,000**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
Deputy **State Highway Engineer**
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By: D. Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **February 10, 1960**

USComm-DC 40257

February 5, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission for the Beacon Drive Overcrossing (Grants Pass at 10th Street), Project No. I-5-1(17)58.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:sm

January 11, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending four copies of estimate as a basis for project agreement for the Beacon Drive Overcrossing (Grants Pass at 10th St.), Project No. I-5-1(17)58.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

DAR:sm

Oregon State Highway Department

Federal Aid
Project No. I-5-1(17)58

BEACON DRIVE OVERCROSSING (GRANTS PASS AT 10TH ST.)

ON THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 5, 1960

Type Code X221
Beacon Drive Overcrossing (Br. #8338)(Sta. 65+24 to Sta. 66+92)
(Contract No. 5569)

Structural Excavation	750 cu. yds.	$4.00	$ 3,000.00
Furnish Steel Piling	585 lin. ft.	5.00	2,925.00
Drive Piles	18 only	80.00	1,440.00
Splice Piles	4 only	50.00	200.00
Class "A" Concrete (815 cu.yds.)	All Required		52,600.00
Metal Reinforcement (232,300 lbs.)	All Required		27,000.00
Metal Parapet Railing	340 lin. ft.	7.00	2,380.00
Metal Drain Pipe	65 lin. ft.	4.00	260.00
Slope Paving	850 sq. yds.	6.80	5,780.00
	Subtotal		$ 95,585.00
	10% Engr. & Cont.		9,558.00
	Total		$105,143.00

Length of Structure - - - - - - 0.032 Mile

Federal Funds -	$ 97,000.00
State Funds -	8,143.00
	$105,143.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-5-1(17)58

BEACON DRIVE OVERCROSSING (GRANTS PASS AT 10th ST.)

ON THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 4, 1959

Type Code X221
Beacon Drive Overcrossing (Br. #8338)(Sta. 65+24 to Sta. 66+92)

Structural Excavation	750 cu. yds.	$ 6.00	$ 4,500.00
Furnish Steel Piling	585 lin. ft.	5.00	2,925.00
Drive Piles	18 only	60.00	1,080.00
Splice Piles	4 only	40.00	160.00
Class "A" Concrete (815 cu. yds. at $70.00)	All Required		57,050.00
Metal Reinforcement 232,300 lbs. at $0.13)	All Required		30,199.00
Metal Parapet Railing	340 lin. ft.	7.00	2,380.00
Metal Drain Pipe	65 lin. ft.	4.00	260.00
Slope Paving	850 sq. yds.	8.00	6,800.00
	Subtotal		$105,354.00
	10% Engr. & Cont.		10,535.40
	Total		$115,889.40

Length of Structure . . . . . . 0.032 Mile

Federal Funds	$106,900.00
State Funds	8,989.40
	$115,889.40

RECEIVED
FORM E-133
JAN 11 1960
FOR FILING

[illegible]
55-9

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 11, 1960

Ausland Construction Company
P. O. Box 437
Grants Pass
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5569, awarded December 16, 1959, for construction of the Beacon Drive-10th St. Jct. Overcrossing on the Grants Pass-Jackson County Line Section of Pacific Highway in Josephine County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do
Encl.

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FOR FILING

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5569

December 16, 1959

Ausland Construction Co.
P. O. Box 437
Grants Pass, Oregon

Gentlemen:

The State Highway Commission on December 16, 1959 awarded to you State Highway Contract No. 5569 for construction of the Pacific Highway Overcrossing of Beacon Drive in Grants Pass, Josephine County.

This award was based on your bid of $95,585.00, which was the low bid submitted to the Commission on December 8, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Merchant

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DEC 21 1959
FOR FILING

I 5-1(17)58

5569

When replying, refer to
08-35.4-0

408 State Highway Building
Salem, Oregon

December 16, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5569 for Oregon Project I-5-1(17)58, Beacon Drive Overcrossing (Grants Pass), Pacific Highway to Ausland Construction Company of Grants Pass, Oregon, low bidder in the amount of $95,585.00 at the December 8, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

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FOR FILING

I 5-1(17)58

5569

When replying, refer to:
08-35.6

Date: November 20, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-5-1(17)58, Beacon Drive Overcrossing, Pacific Highway.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

Distr:
1CC: Region
Washington

orig
Foster

H-205(9)   Klamath Falls (at Main St.)   1959
on The Dalles-Calif. Hwy.
#5570

A

RECEIVED
APR - 5 1960
FOR FILING
H 205(9)

5570

April 5, 1960

St. Paul Fire & Marine Ins. Co.,
Pacific Department
200 Mills Bldg.,
San Francisco 6, California

Gentlemen:

State Highway contract #5570 for traffic signal installation on Main Street (Klamath Falls) on The Dalles-California Highway in Klamath County was completed by the contractor, Trowbridge & Flynn Electric Co., on March 25, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of $4,864.46 will be released to the contractor after acceptance by the Commission. The total contract amount is $5,783.81, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: St. Paul Fire & Marine Ins. Co.,
Security Insurance & Realty
48 Hawthorne St.,
Medford, Oregon

RECEIVED
JAN 20 1960

FOR FILING

H-205(9)

55(9)

A

January 19, 1960

Rosie Keller, City Recorder
City Hall
Klamath Falls, Oregon

Dear Madam:

We are enclosing for the records and files of the City of Klamath Falls a fully executed copy of an agreement between the State Highway Commission and the City of Klamath Falls covering installation of traffic signals at the intersection of Main Street and the Klamath Falls By-pass.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FH
Enc. 1

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JAN 13 1960
FOR FILING
H 205(3)
5570

FORM E-120

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

A

January 12, 1960

Trowbridge & Flynn Electric Co.,
214 West Main St.,
Medford
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5570, awarded December 16, 1959, for traffic signal installation on Main St., (Klamath Falls) on The Dalles-California Highway in Klamath County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

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Encl.

A

RECEIVED
1959
FOR FILING
H 205(9)

When replying, refer to
08-35.4-0

408 State Highway Building
Salem, Oregon

December 16, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5570 for Oregon Project U-205(9), Klamath Falls (Main Street) Traffic Signals, The Dalles-California Highway, to Trowbridge & Flynn Electric Co. of Medford, Oregon, low bidder in the amount of $5,675.00 at the December 8, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

Dealin

NOTED
FORREST COOPER

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DEC 17 1959
FOR FILING

H 225(9)

5570

December 16, 1959

Trowbridge & Flynn Electric Co.
214 West Main Street
Medford, Oregon

Gentlemen:

The State Highway Commission on December 16, 1959 awarded to you State Highway Contract No. 5570 for traffic signal installation in Klamath Falls (at Main St.) on The Dalles-California Highway in Klamath County.

This award was based on your bid of $5,673.00, which was the low bid submitted to the Commission on December 8, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Merchant

RECEIVED
1959

FOR FILING
H-205(9)

5570

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

SUBJECT: Preparation of State-City Agreement
Proposed Traffic Signal Installation
Main Street at Klamath Falls Bypass
Klamath Falls

To: L. I. Lindas
Chief Counsel
OFFICE

The State Highway Commission, at its last meeting, approved the installation of a traffic signal at the intersection of Main Street and the Klamath Falls Bypass in the city of Klamath Falls. Will you please prepare the necessary State-City Agreement.

It is believed that the following material should be contained in the agreement:

1. The highway involved is The Dalles-California Highway, No. 4, which in this section of Klamath Falls is routed over the newly constructed Klamath Falls Bypass and Main Street.
2. The intersection involved is that of the bypass route and Main Street.
3. It is planned to install a fully actuated traffic signal at this intersection as per the attached plans.
4. The installation is estimated to cost $6,500.
5. The State shall make the installation and in the first instance, pay all costs thereof. The final cost shall be shared on the basis of 80% being paid by the State and 20% by the City.
6. The City, upon returning the signed agreements, shall submit its check for 20% of the estimated cost of the installation.
7. The City shall maintain the signal after installation and pay for all electrical energy consumed.
8. The City shall make no changes in the timing program established by the State without prior approval in writing from the State.
9. The City shall enact an ordinance prohibiting parking on Main Street in the vicinity of the intersection as follows:

NOTED
G. S. PAXSON

On the northerly and southerly sides of Main Street from the easterly property line of Payne Alley and US97 Bypass to the westerly end of the Link River Bridge.

The City, when returning the signed agreements, shall submit a copy of the ordinance or resolution prohibiting parking.

10. It is agreed between the two parties to this contract that at such time as the material installed under this contract is in need of replacement, the cost of such replacement shall be shared on the same basis as that of the original installation.

It will be appreciated if you could have this agreement prepared as quickly as possible. If after preparation, you submit the agreements to this office, we will check them and care for further processing.

F. B. Crandall
Traffic Engineer

VPJ:pk
cc: G. S. Paxson ✓
C. G. Swenson

RECEIVED
DEC - 7 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV - 9 1959
FOR FILING

H-205(4)

5570

November 6, 1959

Mr. C. S. Vergeer
City Manager
City Hall
Klamath Falls, Oregon

Dear Mr. Vergeer:

As you are aware, it has been the intent for some time to install a traffic signal at the intersection of S. Main Street with the new West Side Highway location. This installation is to be of the fully-actuated type with separate indications for pedestrians and vehicles.

The State Highway Department is desirous of contracting this signal installation at an early date, so that the signal will be in place prior to the advent of tourist traffic this next year. Installation is estimated to cost a total of $6,500. As is the usual policy with signals within cities, installation costs are shared jointly by the City and State, and the City maintains the signal and operates it after installation.

We would appreciate your advising if the City of Klamath Falls is willing to participate with the Department in this installation. If you will advise of the City's acceptance of this proposal, we will proceed with the preparation of the necessary agreement covering the installation.

Very truly yours,

W. C. Williams
State Highway Engineer

JAH:bf me

cc Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. F. B. Crandall

FORM E-128-X

RECEIVED
SEP [illegible] 1959
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

Maint
Traffic
Light

September 25, 1959

Mr. Clifford L. Sanders
Asst. City Engineer
City Hall
Klamath Falls, Ofegon

Dear Mr. Sanders:

This will acknowledge your letter of September 23 wherein you make inquiry regards the signal installation that is contemplated for the intersection of the West Side Bypass and Main Street in Klamath Falls.

We plan to let a contract for the installation of signals in November at the subject location. Pending such time as the signals can be installed, it is believed that the intersection can operate reasonably satisfactorily under Stop sign control.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

by Original Signed by
F. B. CRANDALL
F. B. Crandall
Traffic Engineer

FBC:njs

bc: G. S. Paxson

NOTED

FORM E-123-X 25M

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
MAY 11 1959
FOR FILING

Main
Traffic
Lights
K-Falls

April 20, 1959

Mr. Clifford L. Sanders
Assistant City Engineer
City of Klamath Falls
City Hall
Klamath Falls, Oregon

Dear Sir:

This will acknowledge your letter of April 8, last, inquiring as to plans regarding signalization at the intersection of the West Side Bypass with Main Street. In our plans we have recognized the need for such a signalized control and such will be taken care of.

You also inquire as to the possibility of trying the "scramble" system of pedestrian crossing at the intersection of 6th and Main Streets, with such on a trial basis with the possibility of it being extended to all the downtown area. Knowing somewhat of the traffic situation at the subject intersection, it is not believed that the "scramble" system would improve matters to any extent and on the contrary, would be cause for considerable congestion over and above that which is presently experienced, particularly with regard to vehicular traffic. I think it should be remembered too, that the signal at this particular intersection is inter-connected with the rest of the signals up and down Main Street, and any attempt to inject the "scramble" system would completely nullify the present progressive movement as is presently obtained on Main Street. The present system is operating on a two-phase 55 second cycle which must be maintained throughout the system in order to maintain the semblance of progression. The injection of the "scramble" system into an intersection requires a much longer total time cycle with such cycle being three-phase instead of two-phase.

Simply put, the change-over would allow vehicular traffic on each of the two intersecting streets to move only one-third of the time as against the present conditions wherein each of the intersecting streets is apportioned one-half total time. With such a curtailing interval for movement of vehicles, particularly on Main Street, you would have intolerable back-up during peak hour periods.

FILED

It is true that the "scramble" system is presently being used in cities all over the Country, while on the other hand there are many instances wherein the system has been tried, usually against the advice of the Traffic Engineer, and subsequently discontinued. The most recent example of this is Phoenix, Arizona.

I have given you briefly the thinking as to why we deem it inadvisable to attempt the "scramble" system. However, either myself or a representative of this office will look in on you when we are in the Klamath Falls area and discuss this further.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By
Original Signed by
F. B. CRANDALL
F. B. Crandall
Traffic Engineer

FBC:bb
bc: G. S. Paxson
Val Johnson

Val: Sometim e when you or Bud are down K. Falls way, look in on Sanders and give him more ammunition on why "scramble" isn't any good.

RECEIVED
APR 20 1959
OFFICE OF
STATE HIGHWAY ENGINEER

20-1622 Eugene Traffic Signals 1959

#5571

C&A
2172
12-3-39

RECEIVED
JUN 27 1960
FOR FILING

20-1622

5571

A

June 27, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5571 for traffic signals on the Eugene Section of Pacific and Richardson-Eugene Secondary Highways in Lane County was completed by the contractor, L. H. Morris Electric Co., on June 10, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of $1,668.25 will be released to the contractor after acceptance by the Commission. The total contract amount is $13,346.00, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JAN 13 1960
FOR FILING
20-1622
5571

January 12, 1960

L. H. Morris Electric Co.,
944 West 5th Street
Eugene
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5571, awarded December 16, 1959, for traffic signals in Eugene on the Pacific Highway and Richardson-Eugene Secondary Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JAN - 4 1960
FOR FILING

20.1622

5571

Salem, Oregon
December 31, 1959

MISC. CONTRACTS and
AGREEMENTS No. 2172

Traffic Signal Agreement
City of Eugene

Mr. C. G. Swenson
City & County Relations Engineer
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of an agreement with the City of Eugene covering the installation of traffic signals at the intersections of 6th and 7th Avenues with Chambers Street, 7th Avenue with Pearl Street and 11th Avenue with Garfield Street.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Eugene.

Secretary

rn
Attach: 1

FORM E-30X 80M 7-58 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 22, 1959

SUBJECT: Traffic Signal Agreement
City of Eugene

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the installation of traffic signals at the intersections of 6th and 7th Avenues with Chambers Street, 7th Avenue with Pearl Street, and 11th Avenue with Garfield Street. Two copies have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 8/13/59.

John D. Graham
Office Engineer, County & City Relations

JDG:mm
Att.

cc: J. Al Head

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

AUTH[illegible] COMMISSION
DATE 8-13-59 Minutes Page 21
Floyd Query

RECEIVED
DEC 31 1959
FOR FILING
52-1622

5571

December 31, 1959

Daniel O. Potter, Recorder
City of Eugene
Court House
Eugene, Oregon

We are enclosing for the records and files of the City of Eugene a fully executed copy of an agreement between the State Highway Commission and the City of Eugene covering the installation of traffic signals at the intersections of 6th and 7th Avenues with Chambers Street, 7th Avenue with Pearl Street, and 11th Avenue with Garfield Street.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

RECEIVED
DEC 17 1959
FOR FILING

[illegible] 62

5571

December 16, 1959

L. H. Morris Electric Company
P. O. Box 466
Eugene, Oregon

Gentlemen:

The State Highway Commission on December 16, 1959 awarded to you State Highway Contract No. 5571 for Eugene traffic signals, in Lane County.

This award was based on your bid of $13,346.00, which was the low bid submitted to the Commission on December 8, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Merchant

RECEIVED
NOV [illegible] 1959
FOR FILING

20-1622

5571

R

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
November 5, 1959

SUBJECT: Preparation of State-City Agreement
Proposed Traffic Signal Installations
Eugene

To: L. I. Lindas
Chief Counsel
OFFICE

The State Highway Commission, at its meeting on August 13, 1959, approved the installation of traffic signals at four intersections in the city of Eugene. Will you please prepare the necessary State-City Agreement.

In the way of material to be included in the agreement, I offer the following:

1. The intersections involved are the following:

   11th Avenue (Eugene-Richardson Hwy., No. 220) and Garfield Street

   6th Avenue (Pacific Hwy. West, No. 1W) at Pierce Street

   7th Avenue (Pacific Hwy. West, No. 1W) at Pierce Street

   7th Avenue (Pacific Hwy. West, No. 1W) at Pearl Street

2. It is planned to install fixed time traffic signals at the above intersections.

3. The total cost of the project is estimated to be $17,500.

4. The State shall make the installation either with its own forces or by contract and in the first instance, pay all costs thereof. The final cost shall be shared equally by the City and State.

5. The City, when returning the signed agreements, shall submit its check for one-half the estimated cost of the project.

6. The City shall maintain the signals after installation and pay for all electrical energy consumed.

[illegible]

7. The City shall make no changes in the timing program without prior written approval from the State.

8. It is agreed between the two parties to the contract that at such time as the material installed under this agreement is in need of replacement, the cost shall be shared on the same basis as the original installation.

Plans for this installation are being prepared and will be submitted to you for inclusion in the agreement. It is planned to let this installation to contract on December 8, 1959. Thus, it would be appreciated if you would expedite preparation of this agreement. If after preparation, you will submit the agreements to this office, we will check them and care for further processing.

Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

VPJ:pk
cc: G. S. Paxson ✓
C. G. Swenson

RECEIVED
NOV - 6 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible] 1959
FOR FILING

agenda Item
4a-3

August 20, 1959

Mr. Donald P. Allen, Director
Public Works Department
Eugene, Oregon

Dear Mr. Allen:

On June 23 you addressed a letter to Mr. W. C. Williams, State Highway Engineer, stating that the City of Eugene had approved funds to participate with the State Highway Department in the installation of traffic signals at the intersections of Eleventh Avenue and Garfield Street, at Sixth Avenue and Pierce Street, at Seventh Avenue and Pierce Street, and at Seventh Avenue and Pearl Street.

The intersections were investigated by the Traffic Engineering Department and the results of the investigation were presented to the Highway Commission by Mr. Williams at the meeting of August 13. The Commission approved installation of traffic signals at the intersections listed above at a total estimated cost of $17,500 with the understanding that the City of Eugene is to pay one-half the cost of installation and provide all future maintenance and cost of power consumption.

An appropriate agreement is being prepared and will be forwarded to you within a reasonable time.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

cc: G. S. Paxson

P

RECEIVED
AUG 4 - 1959
FOR FILING

August 4, 1959

Oregon State Highway Commission

Gentlemen:

We have received a request from Mr. Donald P. Allen, Director, Public Works Department, City of Eugene, for State participation in the installation of traffic signals at four intersections on urban extensions of state highways in the city of Eugene. The Traffic Engineer has investigated and I have the following to report.

Traffic signals were requested at the intersection of Eleventh Avenue (Richardson-Eugene Highway) and Garfield Street in the westerly part of the city. This point, at the present time, is a three-way intersection with Eleventh Avenue running east and west and Garfield Street entering the intersection from the north. The section of Garfield Street to the south is under construction at the present time and will be completed this year. It might also be mentioned that, at the present time, the City of Eugene has under consideration the establishment of a one-way couplet using Eleventh Avenue for westbound and Thirteenth Avenue for eastbound traffic east of this intersection. If this couplet is established, that portion of Garfield Street between Eleventh and Sixth Avenues will become a part of the Richardson-Eugene Highway. The installation of traffic signals at this intersection is recommended.

Pierce Street, at the present time, has not been improved in the area of Sixth and Seventh Avenues; however, the City has plans to improve this street during the summer and to connect it to Chambers Street, which is one of the main north-south arterial streets in the westerly part of the city. Because of the arterial characteristics of Chambers Street and because Pierce Street signals will improve the flow of traffic on Sixth and Seventh Avenues, the installation of traffic signals at these two locations is recommended.

Investigation of the intersection of Seventh Avenue and Pearl Street reveals that conditions at this intersection meet the standard warrants for the installation of traffic signals at urban intersections. Installation of traffic signals at this intersection will provide signalization of all intersections on Seventh Avenue in the area of the central business district. Signalization of this intersection is recommended.

The total cost of the installation of traffic signals at the four intersections as recommended above is estimated to be $17,500. Under normal policy, the City would pay one-half of the cost of the initial installation and would care for all future maintenance and power consumption. Sufficient funds have been provided in the 1959 Minor Betterment Budget for traffic signal projects to be selected to cover the cost of this work and your approval is recommended.

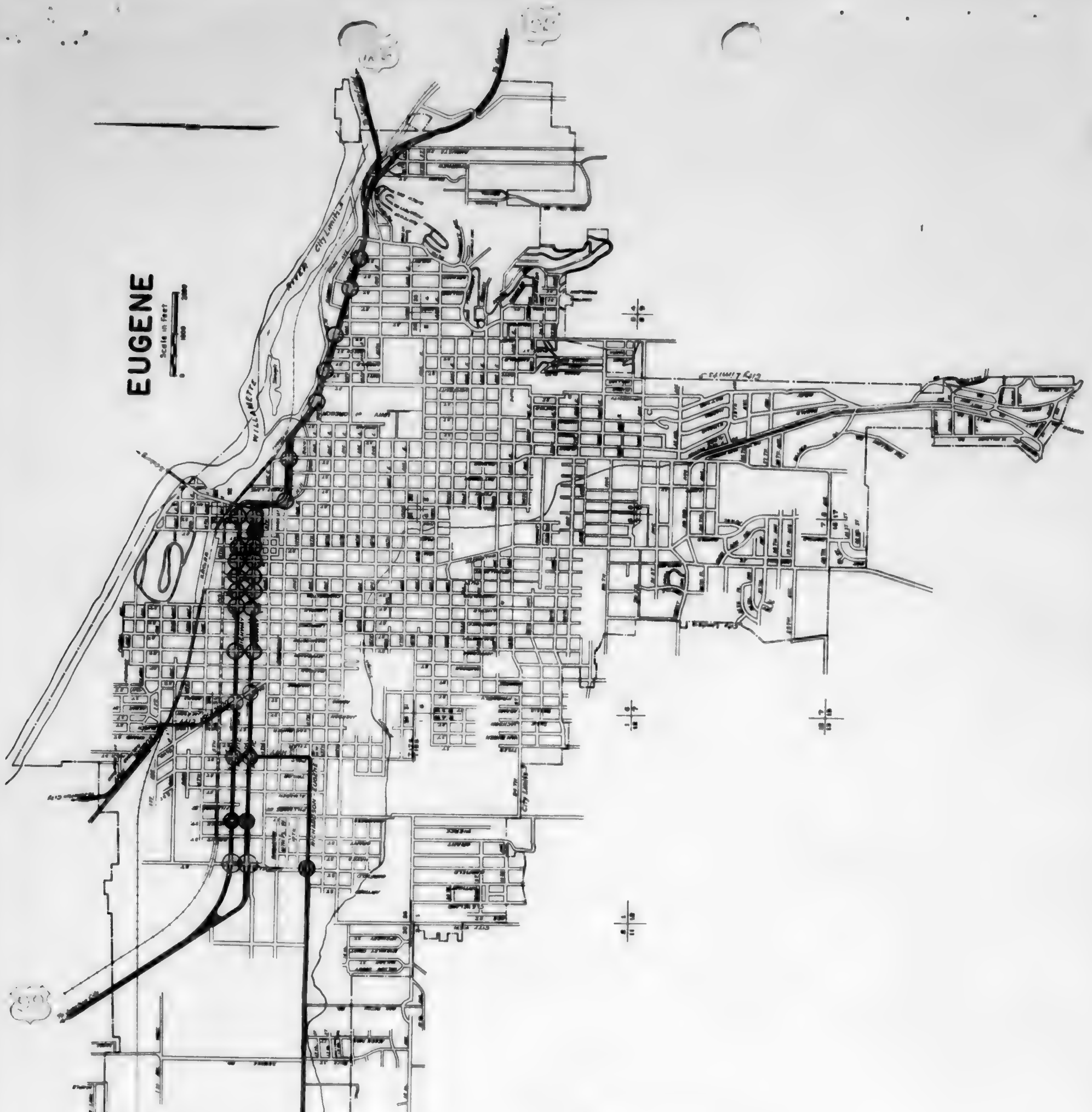
This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. F. B. Crandall
Mr. C. H. Maison

VPJ:pk as


EUGENE
Scale in Feet
Willamette River
City Limits
State Highway
○ Existing Traffic Signals on US99
● Propose Traffic Signals

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
July, 1959

TRAFFIC SIGNAL WARRANT COMPARISONS
Seventh Avenue (US99) at Pearl Street
Eugene

Item	Seventh &Pearl	Minimum Warrant
Total Volume Warrant:		
Ave. Hourly Total Volume (Max. 8 Hrs.)	1,175	750
Ave. Hourly Cross-Street Volume (Max. 8 Hrs.)	154	175
Pedestrian Warrant:		
Ave. Hourly Ped. Volume Across Main Street (Max. 8 Hrs.)	38	250
Ave. Hourly Veh. Volume on Main Street (Max. 8 Hrs.	1,015	600
Interruption of Continuous Traffic Warrant:		
Ave. Hourly Veh. Volume on Main Street (Max. 8 Hrs.	976	750
Ave. Hourly Combined Volume Across Main Street (Max. 8 Hrs.)	206	75
Accident Warrant:		
Preventable Accidents (Last 12 Months)	1	5

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE July 8, 9, 1959

DAY OF WEEK Wed. & Thur.

ACTUAL COUNT (VEH.) 16 HRS.

HOURS COUNTED 6 AM - 10 PM

PEDESTRIAN COUNT 16 HRS.

HOURS COUNTED 6 AM - 10 PM

WEATHER Cloudy

CITY OF Eugene

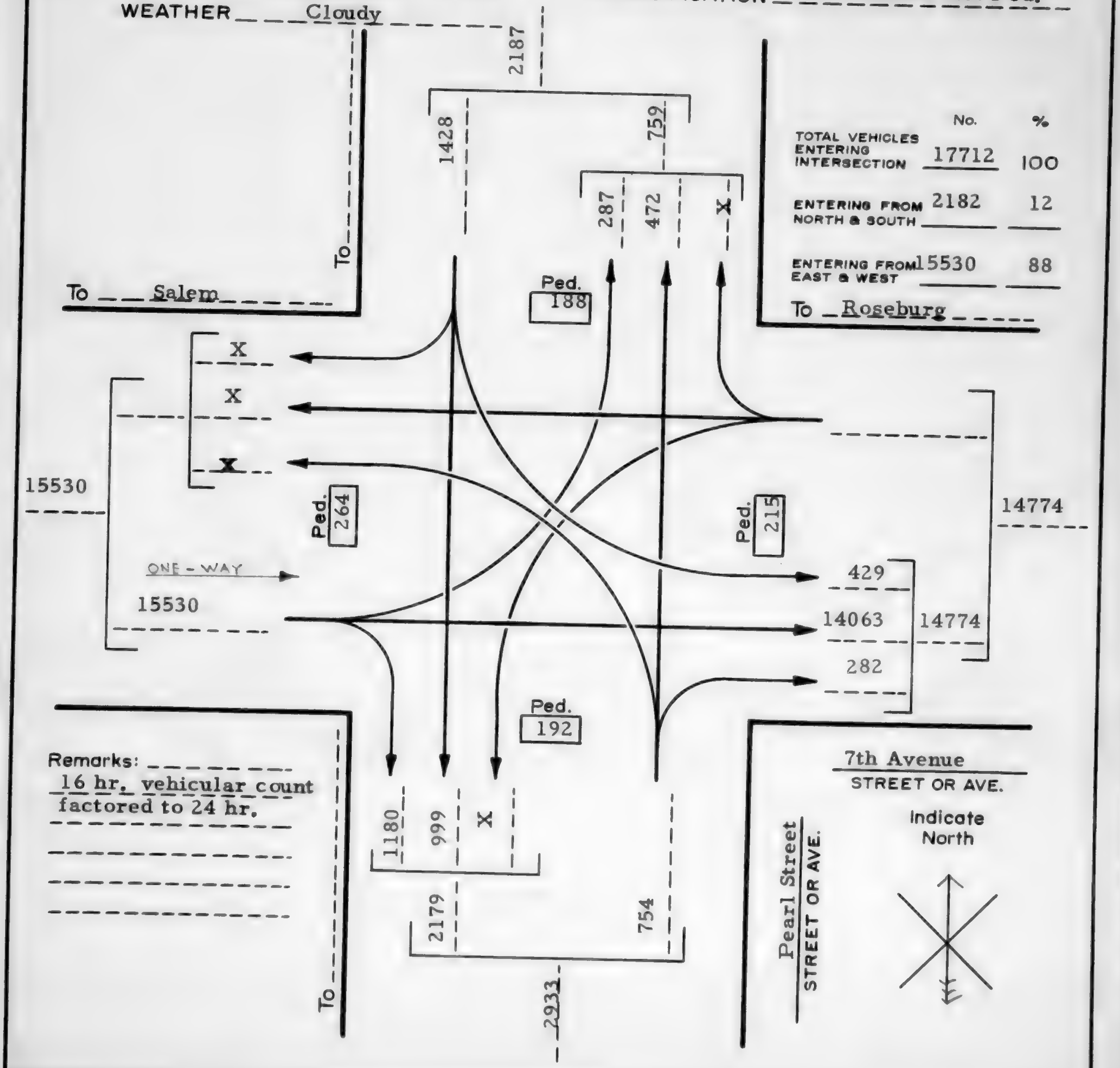
INTERSECTION OF 7th Avenue

AND Pearl Street

STATION NO.

CODE NO.

CLASSIFICATION All Vehicles and Ped.


2187
1428
759
287
472
X
To
To Salem
Ped. 188
X
X
X
15530
Ped. 264
ONE - WAY
15530
Ped. 215
14774
429
14063
14774
282
Ped. 192
1180
999
X
2179
754
2933
To
To Roseburg
Indicate North

	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	17712	100
ENTERING FROM NORTH & SOUTH	2182	12
ENTERING FROM EAST & WEST	15530	88

Remarks:
16 hr. vehicular count
factored to 24 hr.

7th Avenue
STREET OR AVE.

Pearl Street
STREET OR AVE.

12-55

Form E-48—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date July 8, 9, 1959
Day of week Wednesday & Thursday
Hours counted 16
Weather Cloudy

Classification All vehicles

	TIME	SUMMARY BY MOVEMENTS													From North and South	Per Cent of Total	From East and West
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL			
A. M.	6:00– 7:00	10			7	11	5		408		2	22		465	28	6	437
	7:00– 8:00	25			15	62	13		785		11	45		956	111	12	845
	8:00– 9:00	23			28	92	25		798		15	79		1060	155	15	905
	9:00–10:00	27			22	73	34		733		9	78		976	143	15	833
	10:00–11:00	22			14	66	28		839		28	99		1096	144	13	952
	11:00–12:00	23			14	89	24		794		19	95		1058	155	15	903
P. M.	12:00– 1:00	19			21	80	36		745		26	76		1003	161	16	842
	1:00– 2:00	32			16	82	46		769		29	88		1062	189	18	873
	2:00– 3:00	39			20	76	34		883		20	84		1156	169	15	987
	3:00– 4:00	22			15	48	41		1020		20	73		1239	131	11	1108
	4:00– 5:00	30			18	67	34		1136		28	83		1396	159	11	1237
	5:00– 6:00	24			21	61	24		1169		16	72		1387	125	9	1262
	6:00– 7:00	17			8	21	19		740		10	33		848	67	8	781
	7:00– 8:00	14			12	26	27		677		7	50		813	74	9	739
	8:00– 9:00	28			15	31	20		620		4	40		758	83	11	675
	9:00–10:00	35			15	23	19		669		12	56		829	89	11	740
	10:00–11:00																
	11:00–12:00																
A. M.	12:00– 1:00																
	1:00– 2:00																
	2:00– 3:00																
	3:00– 4:00																
	4:00– 5:00																
	5:00– 6:00																
24-Hour total		429			287	999	472		14063		282	1180		17712	2182	12	15530
....-Hour total																	
16-Hour total		390			261	908	429		12785		256	1073		16102	1983	12	14119
Control																	
Factor																	

Pearl St. is North and South

7th Avenue St. is East and West

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of Eugene

Intersection 7th Avenue and Pearl Street

Station number

Code number

Classification All vehicles

									SUMMARY BY LEGS				PEDESTRIANS USING CROSSWALKS			
st o uth	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	North	East	West	South	North	East	West	South
7	2	22		465	28	6	437	94					7	1	1	5
	11	45		956	111	12	845	88					2	5	9	7
	15	79		1060	155	15	905	85					7	13	22	15
	9	78		976	143	15	833	85					10	5	21	12
	28	99		1096	144	13	952	87					8	2	18	17
	19	95		1058	155	15	903	85					8	16	23	23
	26	76		1003	161	16	842	84					21	16	22	27
	29	88		1062	189	18	873	82					19	28	19	20
	20	84		1156	169	15	987	85					6	21	20	11
	20	73		1239	131	11	1108	89					19	15	19	12
	28	83		1396	159	11	1237	89					14	16	19	12
	16	72		1387	125	9	1262	91					12	15	23	13
	10	33		848	67	8	781	92					11	11	14	3
	7	50		813	74	9	739	91					10	13	4	6
	4	40		758	83	11	675	89					18	18	12	5
	12	56		829	89	11	740	89					16	20	8	4
	282	1180		17712	2182	12	15530	88	2187	14774	15530	2933	188	215	264	192
	256	1073		16102	1983	12	14119	88								

Tabulated by

Computed by

Checked by

Checked by

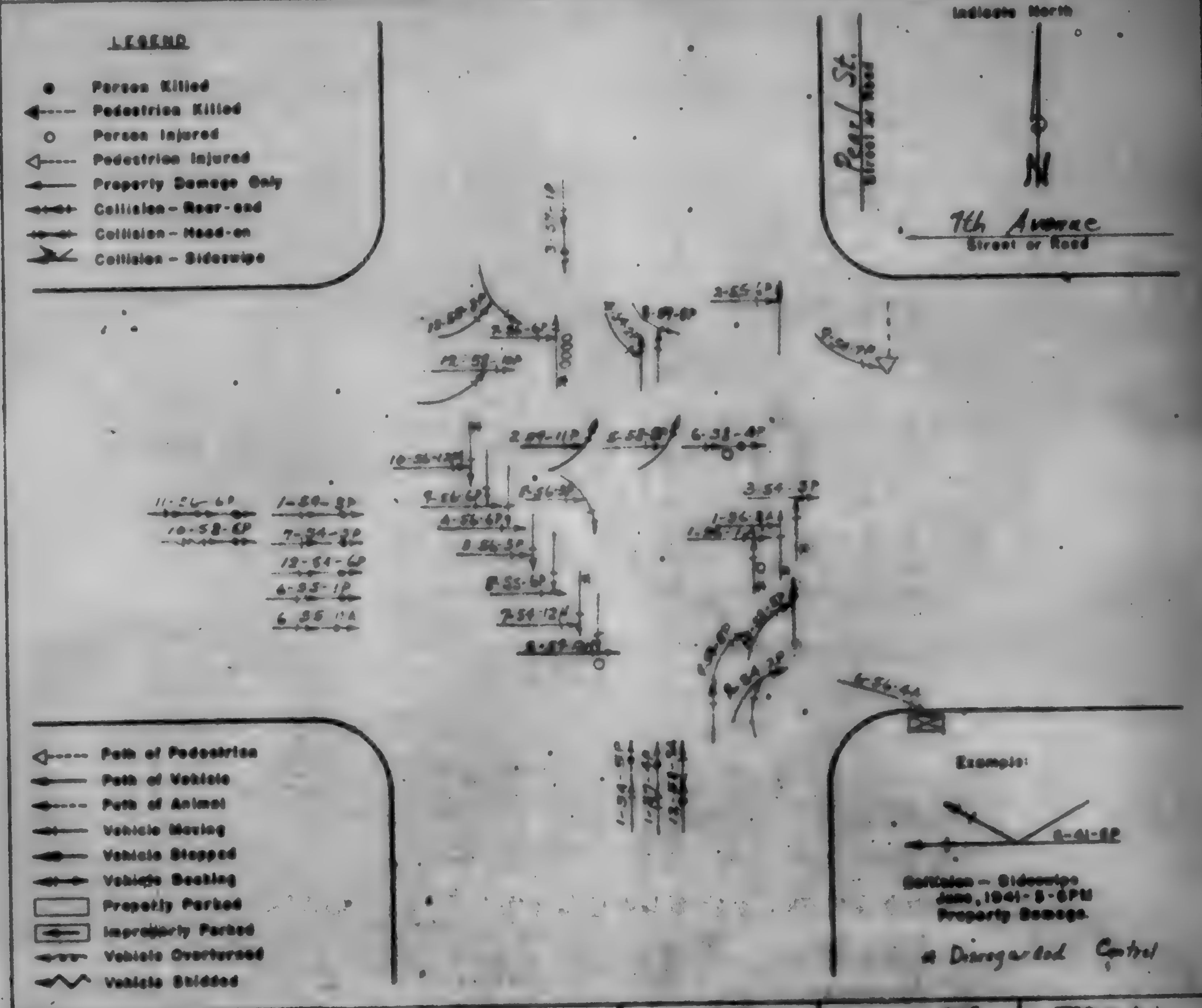
South

West

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

City of EUGENE County LANE
Intersection of Seventh Avenue and Pearl Street
Highway Number 1W (US99)
Period Covered 1-1-54 To 5-31-59
Compiled by LD Drawn by — Date 6-30-59


LEGEND
Person Killed
Pedestrian Killed
Person Injured
Pedestrian Injured
Property Damage Only
Collision - Rear-end
Collision - Head-on
Collision - Sideswipe
Pearl St.
Street or Road
Indicate North
N
7th Avenue
Street or Road
11-56-6P
10-58-6P
1-54-5P
7-54-3P
12-54-6P
6-55-1P
6-55-11A
3-54-3P
Path of Pedestrian
Path of Vehicle
Path of Animal
Vehicle Moving
Vehicle Stopped
Vehicle Backing
Properly Parked
Improperly Parked
Vehicle Overturned
Vehicle Skidded
Example:
6-41-5P
Collision - Sideswipe
June, 1941 - 5 - 6PM
Property Damage.
* Disregarded Control

Collision Type	1954 - 1955				1956 - 1957				1958				5 Mos - 1959				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle			4	4		2	5	7						1		1		3	9	12
Head-on																				
Rear-end			6	6			3	3		1	1	2			1	1		1	11	12
Sideswipe																				
Turning Movement			3	3			1	1			3	3			2	2			9	9
Parking																				
Non-collision																				
Fixed Object							1	1											1	1
Pedestrian		1		1														1		1
Backing											1	1							1	1
Misc.																				
TOTAL		1	13	14		2	10	12		1	5	6		1	3	4		5	31	36

Form E-260—5M—11-48

1954- 9
1955- 5

1956-10
1957- 2

CITY OF EUGENE
DEPT. OF PUBLIC WORKS
EUGENE, OREGON

June 23, 1959

Mr. W.C. Williams
State Highway Engnr.
State Highway Dept.
Salem, Oregon

Dear Mr. Williams:

The Common Council of the City of Eugene approved the fiscal budget for the 1959-1960 fiscal period. In that budget, certain appropriations were authorized to participate with the State Highway Department in the installation of traffic signals at certain intersections deemed necessary at the present time. These intersections are as follows:

1. 11th Avenue and Garfield Street — ok
2. 6th Avenue and Pierce Street — ok
3. 7th Avenue and Pierce Street — ok
4. 7th Avenue and Pearl Street — ok

Garfield Street will be paved from 11th Avenue to 18th Avenue during the present construction season. With the opening of this cross town arterial, it is anticipated that signaliaztion of 11th Avenue and Garfield is mandatory. Chambers Street will be opened between 6th Avenue and 8th Avenue, thus connecting Chambers Street with the presently designated Pierce Street. With the improvement of this arterial, signalization of both 6th Avenue and 7th Avenue at Pierce Street are considered mandatory.

It is therefore requested that the State Highway Department investigate the feasibility of the installation of signals at the above named intersections, and advise the City of Eugene whether or not matching funds on a 50-50 basis be available on these projects. Your earliest consideration on this matter will be greatly appreciated.

RECEIVED
JUN 25 1959
TRAFFIC ENGINEERING

Very truly yours,

Donald P. Allen

Donald P. Allen, Director
Public Works Department

NOTED
ASS'T TRAFFIC ENGR

DPA/dm

I-5-4(38)196 Game Farm Rd. and SPRR 1959
C'Xing on Pacific Hwy.
#5572 north of Eugene

RECEIVED
UG 1 1962
FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

5572

July 31, 1962

A. W. Parsons, Division Engineer
08-35.5 [illegible], Oregon

By:
C. C. Pike
Acting Administrative Manager

Oregon Project I-5-4(38)196
Game Farm Rd. & S.P.R.R. O'xing, Pacific Highway
Voucher No. 9 - Final
Net Amount Claimed $18,111.00

The subject voucher has been approved in the reduced amount of $17,411.56. Deduction has been made in accordance with the attached Schedules of Exceptions Nos. 1 to 4.

Total amount of deduction	$757.46
Federal-aid pro-rata	92.34%
Net deduction	699.44

In the event you disagree with the deduction made, it will be necessary to present a reclaim in accordance with Instructional Memorandum 4-1-61.

Attachments

original To Young
with attachments
8-1-62

RECEIVED
OCT 24 1961
FOR FILING

[illegible] transaction number 70-701	F R-2A (b -57) U.S. DEPARTMENT OF COMMERC BUREAU OF PUBLIC ROADS	tate **Oregon**
Project report number (9) 5572	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 10-20-61	County **Lane**
		Project number **I-5-4(38)196**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **February 10**, 19**60**, is hereby modified as follows:

Revised estimated total cost of project	$ **189,133**
Revised Federal funds	$ **172,426**

Other revisions
None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **20** day of **October**, 19**61**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ **C. G. Polk**
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

USComm-DC 11170

October 18, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway Official, for the Game Farm Road and S.P.R.R. Overcrossing, Project No. I-5-4(38)196.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:lt

RECEIVED
FEB 11 1960
FOR FILING

Control 5572

2-10-60 A

Monthly Transaction No. 2-40	Fo 1-2 (9 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ite **Oregon**
Project Report No. I-5-4 (38) 196	**FEDERAL-AID PROJECT AGREEMENT**	County **Lane**
		Project No. **I-5-4(38)196**

5572 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

U.S. 99, Game Farm Road and S.P. O'xing
(approx. 8 miles South Linn Co. Line)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	11-20-59	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **184,324**	Federal funds $ **169,000**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ **State Highway Engineer**
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XXy **C. G. Polk**
Division Engineer

By: RCWright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **February 10, 1960**

USComm-DC 40257

February 5, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Game Farm Road and S.P.R.R. Overcrossing, Project No. I-5-4(38)196.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sm

January 11, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending four copies of estimate as a basis for project agreement for the Game Farm Road and SPRR Overcrossing, Project No. I-5-4(38)196.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

DAR:am

Federal Aid
Oregon State Highway Department Project No. I-5-4(38)196

GAME FARM ROAD AND SPRR OVERCROSSING ON THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 5, 1960

Type Code X521
Overcrossing (Sta. 422+05.61 to Sta. 425+40.61)(Contract No. 5572)

Shoring and Cribbing	All Required	$	$ 3,000.00
Structural Excavation	925 cu. yds.	4.00	3,700.00
Excavation Below Elevation Shown	100 cu. yds.	10.00	1,000.00
Furnish Steel Piling	1,540 lin. ft.	5.50	8,470.00
Drive Piles	28 only	70.00	1,960.00
Splice Piles	5 only	20.00	100.00
Class "A" Concrete (1,682 cu.yds.)	All Required		100,000.00
Metal Reinforcement (396,000 lbs.)	All Required		46,000.00
8-inch Metal Drain Pipe	28 lin. ft.	3.00	840.00
			$165,070.00
Work by Western Union	All Required		1,598.00
Work by Southern Pacific Co.	All Required		900.00
	Subtotal		$167,568.00
	10% Engr. & Cont.		16,756.00
	Total		$184,324.00

Length of Structure - - - - - 0.063 Mile

Federal Funds -	$169,000.00
State Funds -	15,324.00
	$184,324.00

GAME FARM ROAD AND SPRR OVERCROSSING

PROJECT NO. I-5-4(38)196

Estimated costs of work by the Southern Pacific Company.

Install and Remove Telltales	$ 755.00	
Freight	2.00	
Material Handling	14.00	
Billing	200.00	
Contingencies	100.00	
Salvage Credit	170.00	Cr.
	$ 901.00	
USE	$ 900.00	

Estimated cost of work by Western Union Company.

Labor	$1,330.00	
Materials	357.00	
Supply Expense	18.00	
Transportation on Materials	107.00	
Miscellaneous	88.00	
Salvage Credit	302.00	Cr.
	$1,598.00	
USE	$1,598.00	

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	☒
DAY LETTER	☐
NIGHT LETTER	☐

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	☐
LETTER TELEGRAM	☐
SHORE-SHIP	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
			OREGON STATE HIGHWAY DEPARTMENT	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 17, 1959
8:40 a.m.

I-5-4(38) 196

The Western Union Telegraph Company
125-12th Street
Oakland, California

Attention: Mr. F. L. Gulloway

Re: Your Job [illegible]

Commission has awarded contract for construction of proposed overhead. Please proceed with rearrangement of facilities at site per your letter, estimates, and sketches, February 14, 1958, to accommodate construction. R. W. Ellison, 2191 East 15th, Eugene, Oregon, is our representative on the job site. Sig Andersson, 8th and Teakwood, Coos Bay, Oregon, is contractor. Construction schedule should be worked out with these people. This is F.A.P. billing for work to be done in accord with Bureau of Public Roads PPM 30-4.

Ivan D. Merchant
Bridge Engineer

Federal Aid
Oregon State Highway Department Project No. I-5-4(38)196

GAME FARM ROAD AND S.P.R.R. OVERCROSSING ON THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 6, 1959

Type Code X521
Overcrossing (Sta. 422+05.61 to Sta. 425+40.61)

Shoring and Cribbing	All Required		$ 2,000.00
Structural Excavation	925 cu. yds.	$6.00	5,550.00
Excavation Below Elevation Shown	100 cu. yds.	10.00	1,000.00
Furnish Steel Piling	1,540 lin. ft.	6.00	9,240.00
Drive Piles	28 only	80.00	2,240.00
Splice Piles	5 only	45.00	225.00
Class "A" Concrete (1,682 Cu.Yds. at $68.00)	All Required		114,376.00
Metal Reinforcement (396,000 Lbs. at $0.13)	All Required		51,480.00
8-inch Metal Drain Pipe	28 lin. ft.	4.00	1,120.00
			$187,231.00
Work by Western Union	All Required		1,598.00
Work by Southern Pacific Co.	All Required		900.00
	Subtotal		$189,729.00
	10% Engr. & Cont.		18,972.90
	Total		$208,701.90

Length of Structure - - - - - - 0.063 Mile

Federal Funds -	$192,000.00
State Funds -	16,701.90
	$208,701.90

GAME FARM ROAD AND S.P.R.R. OVERCROSSING

PROJECT NO. I-5-4(38)196

Estimated costs of work by the Southern Pacific Company

Install and Remove Telltales	$ 755.00	
Freight	2.00	
Material Handling	14.00	
Billing	200.00	
Contingencies	100.00	
Salvage Credit	170.00	Cr.
	$ 901.00	
USE	$ 900.00	

Estimated cost of work by Western Union Company

Labor	$1,330.00	
Materials	357.00	
Supply Expense	18.00	
Transportation on Materials	107.00	
Miscellaneous	88.00	
Salvage Credit	302.00	Cr.
	$1,598.00	
USE	$1,598.00	

RECEIVED
OCT 6 1961
FOR FILING

5572

October 5, 1961

General Insurance Company of America
General Insurance Building
Seattle 5, Wn.

Attention: Mr. D. H. Purcell

Gentlemen:

This is to acknowledge receipt of your letter of October 2 regarding our Contract No. 5572 with Sig Andersson for the Game Farm Road and SPRR Overcrossing on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County.

We have examined our records and it does not appear that any claims have been filed for labor or materials furnished to Sig Andersson on this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

AMERICA
GENERAL
COMPANIES

W. L. CAMPBELL
PRESIDENT

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
SAFECO® INSURANCE COMPANY OF AMERICA
LIFECO® INSURANCE COMPANY OF AMERICA
HOME OFFICES—SEATTLE 5, WASHINGTON

October 2, 1961

State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

Gentlemen:

Bond S-424512 - Sig Andersson
State Highway Contract No. 5572
Game Farm Road NSSPRR Overcrossing
On The McKenzie River-Willamette River
Section of Pacific Highway

It would be appreciated if you would check your records and see whether or not any claims were filed for labor and/or materials furnished to our principal in connection with the above instructions.

If you have any such claims, it would be appreciated if you would send us a copy of same. If not, please advise.

Very truly yours,

DHPurcell

D. H. Purcell
Northwest Division Claims
gn

Clc, please reply
F.Q.

checked contract folder — No Claims
[illegible]

RECEIVED
JUN 26 1961
FOR FILING

S-260

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

U. E. NORDEEN
GENERAL AUDITOR

H. A. NELSON
C. S. MACKENZIE
R. V. COLE
ASSISTANT GENERAL AUDITORS

C. H. FLEMER
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
C. S. GROVE
AUDITOR OF PAY ROLL ACCOUNTS
H. J. KIHN
AUDITOR OF FREIGHT ACCOUNTS

G. W. KLEE
AUDITOR OF DISBURSEMENTS
G. TRABERT
AUDITOR OF MISCELLANEOUS ACCOUNTS
S. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES

js-MP

1 7-4([illegible])172

5572

IN REPLY PLEASE REFER TO

EBD 220-113-State of Oregon-
Armitage

JUN 23 1961

State of Oregon
Oregon State Highway Department
Salem, Oregon

Gentlemen:

We have outstanding in our accounts amount of $755.34, representing 10% balance due covering cost of labor and materials furnished in connection with construction of Game Farm Road overcrossing at Armitage, Oregon, in accordance with terms of agreement audit No. 110582, dated November 24, 1958.

As final bill in connection with above project was rendered on March 3, 1961, our bill collectible No. 430102, will you please advise when we may expect your payment in amount of $755.34 to be forwarded to Southern Pacific Company, c/o Treasury Department, 65 Market Street, San Francisco 5, California, giving reference to the above file.

Yours truly,

G. TRABERT

By Jm

RECEIVED
JUN 26 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 19 1961
FOR FILING

I-5-4(33)191

5572

April 19, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

You are hereby notified that a post-final payment will be made to Sig Andersson on contract #5572 for construction of the Game Farm Road and SPRR Overcrossings on the McKenzie River-Willamette River Section of Pacific Highway in Lane County, as soon as the warrant is prepared.

The total amount paid the contract in connection with this contract will be $167,372.93, including the post-final payment of $1,174.46. Of the total, $572.30 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Sig Andersson
8th & Teakwood
Coos Bay
Oregon

RECEIVED
JAN 31 1961
FOR FILING

I-5-4(20)116

5572

January 30, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5572 for the Game Farm Road and SPRR Overcrossings on the McKenzie River-Willamette River Section of Pacific Highway in Lane County was completed by the contractor, Sig Andersson, on December 27, 1960, and was formally accepted by the Highway Commission on January 27, 1961.

Final payment in the amount of $13,563.82 will be released to the contractor on or after February 9, 1961. The total contract amount is $166,198.47, of which amount $572.30 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Sig Andersson
8th & Teakwood
Coos Bay
Oregon

FORM E-123-X 25M 1-60

RECEIVED

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

1-5-4(38)196
5572

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 11, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

RE: Game Farm Road
O'Xing of SPRR
Contract #5572
FAP No. I-5-4(38)196

Dear Sir:

Sig Andersson completed work on the Game Farm Road Overcrossing of Southern Pacific Railroad on the Pacific Highway in Lane County, Contract #5572, FAP No. I-5-4(38)196, on December 27, 1960.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk

cc: Floyd Query
J. W. Nash
D. B. Parkes

RECEIVED

B-2660

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

A. W. KILBORN
SUPERINTENDENT

1-5-4 (34) 196

H

GMO 71225

5572

December 12, 1960

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

Referring to construction of Game Farm Road Overcrossing near Armitage:

This project has been more or less completed; however, Contractor has not completed following work.

1) Remove all material presently stored on right-of-way.

2) Cut off all piling stubs which protrude above surface of ground at least 12" below finished ground level.

3) Restore ground within right-of-way line disturbed by Contractor's work.

4) Provide drainage ditch to at least adequate of original drainage area.

There is also a private road crossing to remove as well as telltales . Western Union Company will reinstate poles and lines to original position.

As Contractor's insurance has expired and our desire to have this project completed as soon as possible, please advise when State will accept this project as completed.

Yours truly,

AWKilborn

NOTE
G. S. PAXSON

RECEIVED
1960
OFFICE OF
ENGINEER

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DEC 13 1960
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING
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5572

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 25, 1960

SUBJECT: Construction Timing
McKenzie River-Willamette
River Section Bridges

To: Mr. Forrest Cooper✓
Mr. Tom Edwards
Mr. Ivan Merchant

I have discussed with Mr. Sig Anderson, contractor for the Game Farm Road Overcrossing and the "Q" Street Interchange structures, his schedule of construction.

As you know, the contract time limit set up for the Game Farm Road Overcrossing might have carried completion of this structure into next February or March. Mr. Anderson, however, has agreed that he will expedite the work in all ways possible and hopes to have the southbound structure at Game Farm Road completed so that construction traffic can use it and pavement can be laid to the bridge ends by June 15, 1960, and that the northbound structure can be completed to the same status by August 31, 1960. In order to do this, complete co-operation between Mr. Anderson and Mr. Houck will be necessary. I am sure that Mr. Anderson will go as far as he can and I hope Mr. Houck will be equally co-operative.

It is anticipated that the four "Q" Street structures which will be required to route traffic in and out of Eugene will be completed by August 31, 1960. The other two structures connecting with the Springfield leg and with the freeway south should be completed by October 31, 1960.

G S Paxson
G. S. Paxson

GSP:ae

NOTED
FORREST COOPER

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JAN 13 1960
FOR FILING
I-5-4(28) 196
5572

January 12, 1960

Mr. Sig Andersson
8th & Teakwood
Coos Bay
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5572, awarded December 16, 1959, for the Game Farm Road and SPRR Overcrossing on the McKenzie River-Willamette River Section of Pacific Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

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[illegible] 1959
FOR FILING
I-5-4(38)196
5572

A

When replying, refer to
08-35.4-0

408 State Highway Building
Salem, Oregon

December 16, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5572 for Oregon Project I-5-4(38)196, Game Farm Road and S.P.R.R. Overcrossing, Pacific Highway to Sig Andersson of Coos Bay, Oregon, low bidder in the amount of $165,070.00 at the December 8, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

Dentin

NOTED
FORREST COOPER

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RECEIVED
DEC 17 1959

FOR FILING
I 5-4 (38) 196

5572

December 16, 1959

Mr. Sig Andersson
8th and Teakwood
Coos Bay, Oregon

Dear Mr. Andersson:

The State Highway Commission on December 16, 1959 awarded to you State Highway Contract No. 5572 for construction of Game Farm Road and S.P.R.R. Overcrossing on the new Pacific Highway, in Lane County.

This award was based on your bid of $165,070.00, which was the low bid submitted to the Commission on December 8, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms
cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Merchant

RECEIVED
1959
FOR FILING

4-58 Southern Pacific Company S-2660

UNION STATION, PORTLAND 9, OREGON

A. W. KILBORN
SUPERINTENDENT

IN REPLY PLEASE REFER TO
GMO 71225

[illegible]

[illegible]

RECEIVED
DEC - 4 1959
OFFICE OF
STATE HIGHWAY ENGINEER

November 23, 1959

SOUTHERN PACIFIC COMPANY
PORTLAND DIVISION
SUPERINTENDENT'S OFFICE
RECEIVED
DEC 3 1959

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Assistant State Highway Engineer

Dear Sir:

Referring to your file relative to the construction of the twin overpass crossing Southern Pacific Company's tracks and right of way near Armitage in Lane County, Oregon:

In your design of the overhead structures as covered by State Highway drawing No. 13883, sheet 1 of 6, you show the fill slope on the northerly side of our tracks as being on a two to one slope. Understand that the toe of fill has been staked in the field and that the stakes show that this fill will encroach to within a point 17 feet from center line of track and at same elevation of track.

In order to allow for standard road bed section as shown on attached print of our C.S. 500, request that either a retaining wall be installed or that a drainage pipe be installed to take care of side drainage along our tracks. It might be that this slope of the fill can be increased to possibly 1½ to 1 so that we would have a standard road bed section adjacent to the fills for the overhead structures.

Please advise which method you propose to use in order to provide a standard roadway at this location.

Yours truly,

AWKilborn

copy to
Merchant
"Please advise
S. P. what you
intend doing.
GSP"

RECEIVED
DEC 1 1959
OREGON
STATE HIGHWAY COMMISSION

NOTED
G. S. PAXSON

RECEIVED
[illegible] 1959
FOR FILING
I-5-4(38)196
5572

When replying, refer to:
08-35.6

Date: November 20, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-5-4(38)196, Game Farm Road and S.P.R.R. O'xing., Pacific Highway.

This is to authorise your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired, and until an agreement with the Southern Pacific Railroad has been executed.

Very truly yours,

C. C. Polk
Division Engineer

orig
Porter

IDAHO
MONTANA
OREGON
WASHINGTON
RECEIVED
NOV - 5 1959
FOR FILING

Cross Referenced To:

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

I-5-4(38)196

When replying, refer to:
08-35.5

5572

408 State Highway Bldg.
Salem, Oregon

November 2, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. I. D. Merchant

Re: Game Farm Road and S.P.R.R. O'Xing
F.A.P. No. I-5-4(0)193

Dear Sir:

Reference is made to your letter of October 27, 1959.

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated July 23, 1957 and February 14, 1958, regarding the adjustment of facilities of the referenced utility company.

Authorization to proceed with the work is granted as of November 2, 1959. Approval is subject to the provisions of PPM 30-4.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
E. H. Cowan
District Engineer

RECEIVED
NOV - 3 1959
OFFICE OF
STATE HIGHWAY ENGINEER

11-4-59
Copy to Merchant

NOTED
[illegible]

RECEIVED
JAN - 1 1960
FOR FILING

I-5-4(38)1-16

2572

October 15, 1958

C
O
P
Y

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

After completion of our interstate design between Albany and Eugene, it came to our attention that considerable distance existed between interchanges. Our Traffic Division made a study thereof and recommended inclusion of two more facilities, namely at Boston Mill Road and the Game Farm Road. It is my understanding that you have approved the construction of the Game Farm Road interchange at such time as the need develops, the measure of need tentatively being the construction of the peripheral road proposed by Lane County.

[illegible]

I am quite concerned about the Boston Mill Road, which you have rejected. I wish to point out that this site is approximately midway between the interchanges to the north and south, the distance between these two now being 11 miles. This will provide undue hardship in maintenance, police and ambulance operation. It will require unnecessary use by the anticipated 400 average daily traffic of a gravel road along the easterly side of the freeway for a great portion of this 11-mile stretch. The Boston Mill Road overcrossing is, of course, being built to separate the county road and the only additional expense would be the minor cost of constructing the legs. In view of the rather high service which could be secured from this interchange, its construction does not appear inconsistent with other actions and policies throughout the state.

In view of these facts, I respectfully request reconsideration and approval of the Boston Mill Road interchange.

Very truly yours,

W. C. Williams
State Highway Engineer

TE:jc:ar

cc to: Forrest Cooper
Tom Edwards

RECEIVED
JAN - 1 1960
FOR FILING

I 5 4 [illegible]

5572

Department of Commerce
Bureau of Public Roads
Division 8

C O P Y

When replying, refer to :
08-35.2-D

October 15, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-4(16)215

Dear Sir:

Your letter of September 16, 1958, requested approval of additional access points to the interstate highway No.5 between Eugene and Albany, these points of access being located at Game Farm Road just north of Eugene, and at Bost n Mill road east of Shedd.

In your letter, you indicate that a 1975 traffic demand of 1400 vehicles per day would desire to use the Boston Mill road interchange. You further state that additional access is needed for policing a for policing and maintenance.

Adequate facilities exist in the area around Shedd to serve any potential traffic demand that may exist in the forseeable future. The use of the existing facilities will in no way inconvenience traffic generated between the Corvallis-Lebanon and the Halsey-Sweet Home interchanges. The Interstate System of Highways is not intended to take all of the traffic of a given traffic corridor but only its share. Other facilities in the corridor must continue to function as traffic arteries.

We would have no objection to the construction of an emergency police corssover in the median where the distance between interchanges is great, provided its use is restricted to emergency use only. The existing medi n may be reinforced with a rock base, covered lightly, and seeded. These could be concealed by the appropriate placement of shrubs and marked in some unobtrusive manner.

We do not feel that there is sufficient justification to grant your request for the inclusion of these additional access points to Interstate Route No. 5. Later consideration may be given to an interchange at Game Farm road when Lane County develops its peripheral route, and a traffic demand for such an interchange is realized.

Very truly yours,

/s/ C. G. Polk

C. G. Polk
Division Engineer

RECEIVED
AUG 31 1959
FOR FILING

I-5-4(38)146

5572

Cross Referenced To:

August 28, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Having further studied the estimates on the Game Farm Road Interchange, we must concur with your letter of August 24, 1959, in which you proposed Plan No. 2 for future construction.

In line with this decision, a new standard sheet will be prepared and submitted for your approval.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards

DNS:jp fn

IDAHO
MONTANA
OREGON
WASHINGTON
RECEIVED
AUG 25 1959
FILING

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to
08-35.2

Maint
[illegible]
Channel [illegible]

408 State Highway Bldg.
Salem, Oregon

August 24, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Your letter of August 4, 1959 concerning Game Farm Road Interchange stated that approximately 25 years would be required before the additional cost of Plan 2 would be amortized by the lower operating costs.

The estimated cost difference in costs, as shown by your estimate, between Plans 1 and 2 is $73,250. An investigation of the cost figures reveals that this difference should be $64,324 rather than $73,250. Plan 2 has a lower annual operating cost by $6,558. Considering a possible 6% return compounded annually on the investment $64,324 will yield $154,184 in a 15 year period of time. An annual investment of $6,558 at 6% interest will yield $152,644 in 15 years.

Based on these data we feel that Plan 2 should be adopted for future construction.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

[illegible]
AUG 4 - 1959

FOR FILING
I-5-4([illegible]
5572

Cross Referenced To:

August 4, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

I am writing in answer to your letter of June 12 regarding the Game Farm Road Interchange. Your request for an economic analysis has been met with the following results:

	Plan No. 1 No acceleration on structure	Plan No. 2 Acceleration on structure
Distance costs	$ 15,286	$ 11,354
Time costs	8,774	6,148
Total vehicle operating costs -	$ 24,060	$ 17,502
Total right-of-way and construction costs	$ 61,100	$134,350
Annual right-of-way and construction costs	$ 3,100	$ 6,800

Using these costs, it is obvious that no economic benefit can be realized from Plan No. 2, which you favor, before 25 years. In view of this, it is recommended that you reconsider our Plan No. 1, which does not have the acceleration lane on the structure.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards

DNS:jp fn

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
08-35.8-DA

408 State Highway Bldg.
Salem, Oregon

June 12, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-4(2)193
Game Farm Road Interchange

Dear Sir:

The interchange layout for the Game Farm Road location causes the entering motorist, desiring to go northbound on the Interstate, approximately 3400' of out-of-direction travel. A similar design, with the acceleration lane extended across the structure, causes the same motorist approximately 2050' of out-of-direction travel.

We request that an economic analysis be made to determine which of the two designs indicate the greatest return to the taxpayer. It is probable that the structure over Game Farm Road could be designed so future widening could be accomplished without too much difficulty.

We believe that the original design of the Game Farm Road Interchange, which carried the acceleration across the structure, to be a superior type of design.

Very truly yours,

CGPolk

C. G. Polk
Division Engineer

CONSTRUCTION DIVISION
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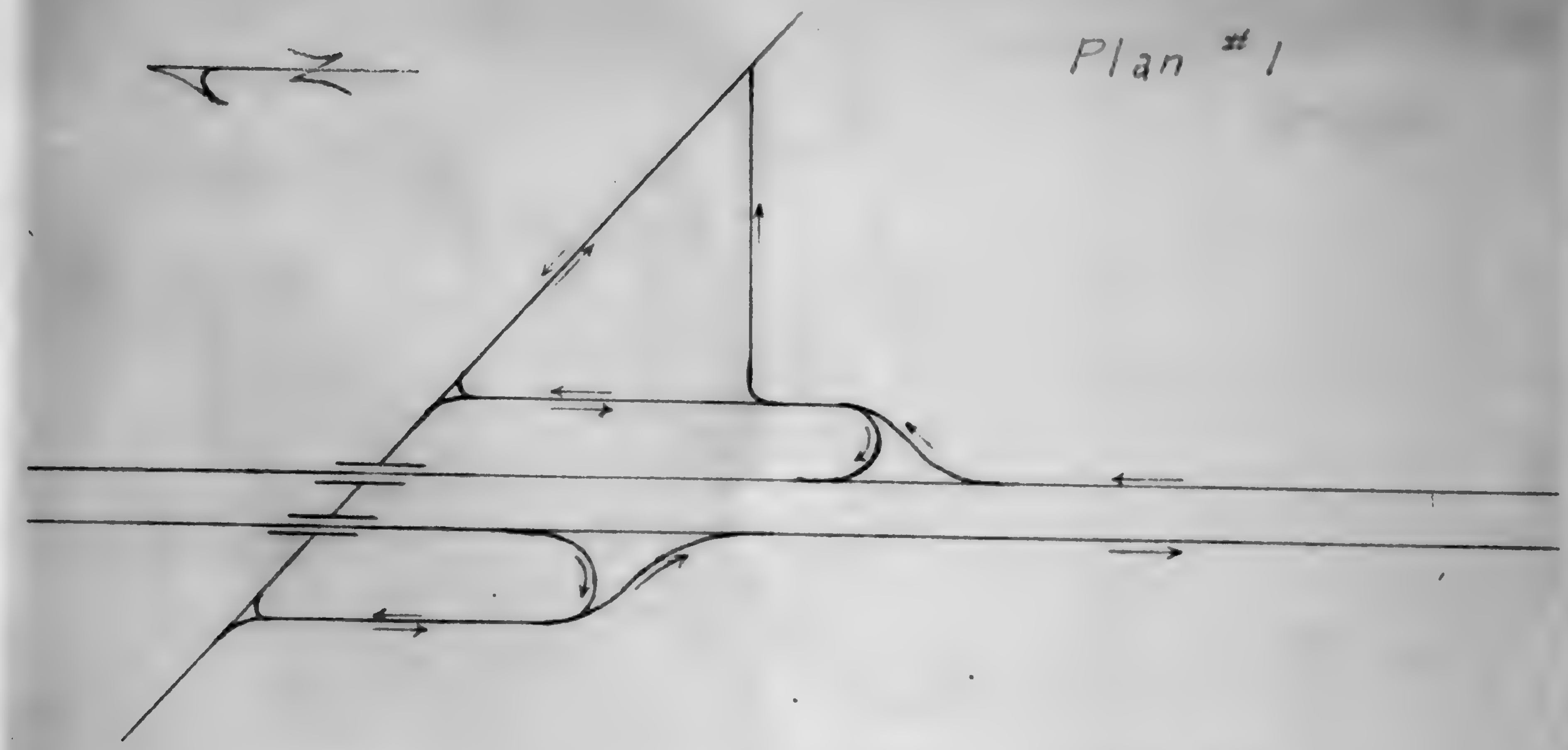
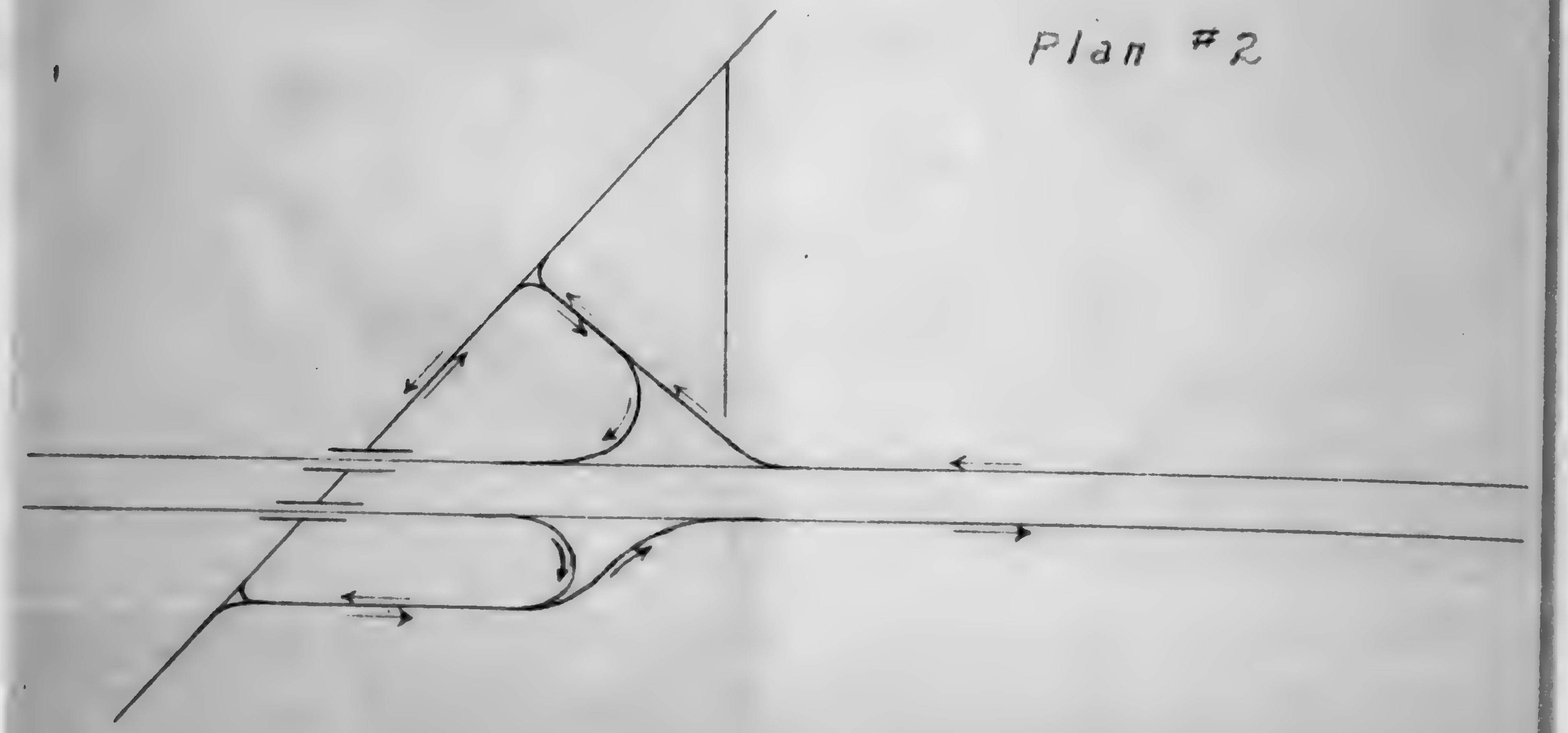
Sta Game Road Inte change

Pacific Highway
June 1959

Plan #1



Plan #2



IDAHO
MONTANA
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U. S. DEPARTMENT OF COMMERCE
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REGION EIGHT

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FOR

Cross Referenced To:

When replying, refer to:
08-35.5

I 5-4 (38) 196

5572

408 State Highway Bldg.
Salem, Oregon

July 13, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Standard provisions for
railroad agreements

Dear Sir:

Reference is made to your letter of July 8, 1959, subject as above. Approval is hereby given to employ the new specifications attached to that letter in the contract for the Game Farm Road Over-crossing, and for other contracts as applicable.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
E. H. Cowan
District Engineer

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FORREST COOPER

NOTED
PAXSON

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

W. M. JAEKLE
CHIEF ENGINEER
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
H. M. WILLIAMSON
ENGINEER MAINTENANCE OF WAY AND STRUCTURES
W. J. JONES
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES
G. J. LYON
ASST. ENGINEER MAINTENANCE OF WAY AND STRUCTURES

July 10, 1959

911/323

Mr. W. C. Williams (2)
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson, Asst. State Highway Engr.

Dear Sir:

Please refer to your letter of July 8 in connection with the special contract provisions and insurance requirements to be used in your contract specifications for an interstate highway overpass at Armitage on our Woodburn-Springfield Branch.

This project is covered by construction agreement and easement indenture, both dated November 24, 1958, which was prior to subsequent negotiations in which the State and our company agreed on standard language to be used in your contract special provisions.

While it is true that in telephone conversation on July 8 Mr. Kruttschnitt indicated to you that it would be satisfactory to use the more recent form of special provisions in lieu of that specified by the agreement of November 24, 1958, we do not concur that the section entitled "Relations with Railroad Company" which accompanied your letter of July 8 is in the form agreed upon between our respective organizations. As you know, our attorneys are corresponding with respect to the propriety of the previously used lead paragraph having to do with the capabilities of the contractor. Until this matter has been determined to our mutual satisfaction, we think that the contract special provisions, including this lead paragraph, should continue to be used.

While the section entitled "Railroad Protective Insurance" is in accordance with several other agreements recently executed between the State of Oregon and our company, it is not strictly in accordance with PPM-20-12 which became effective about June 5. It is our understanding that the Bureau will require that all agreements entered into between railroads and states subsequent to this date

NOTED
PAXSON

will have to conform strictly with this PPM. Specifically we have in mind Section 3 of PPM-20-12 requiring under (a) the furnishing to the railroad of a certified copy of the contractor's public liability and property damage insurance and under (b) the furnishing to the railroad of a certified copy of the contractor's protective public liability and property damage insurance. Additionally Section 4 (a) requires that the railroad be furnished the original of a railroad protective insurance policy in which the railroad is the named insured.

Under Section 5 (b) (1) the dollar amounts of the coverage are specified as $250,000/$500,000 for each of the three types of insurance required by Sections 3 and 4. As we pointed out to you by telephone, PPM-20-12 does not provide for the $500 deductible clause, and inasmuch as it recommends the above limits for the usual type of job, it was our feeling that that portion of your railroad protective liability form headed "Deductible Clause" should be deleted in its entirety.

Yours truly,

Wm Jaekle

cc: Mr. A. W. Kilborn, Portland

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[illegible] 19 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL - 9 1959
FOR FILING

I-5-4([illegible])
5572

July 8, 1959

Mr. W. H. Jeckle
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

Under date of November 24, 1958, the State and Southern Pacific Company entered into an agreement covering the overcrossing of your Woodburn-Springfield Branch by the Interstate Highway at Armitage in Lane County. By an attachment to this agreement the specifications governing relations with the Railroad Company and the furnishing of insurance to the Railroad Company were set forth in detail.

Since entering into this agreement, the State and the Southern Pacific Company have agreed upon a standard specification covering these matters, and we propose to use this newer standard in our contract for the project. I am attaching hereto a copy of these newer standards.

This matter was informally discussed with Mr. Kruttschnitt by telephone this morning and, unless we hear to the contrary, we will proceed as outlined above.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.
cc Mr. A. W. Kilborn
Mr. W. C. Williams
Mr. Ivan D. Merchant

For S. P. Co. only

RELATIONS WITH RAILROAD COMPANY

Article 1.7.12: "Damage to Railroads" (Supp. 4-59)

The provisions of this article are supplemented by the following additional provisions:

General: It is expected that the Southern Pacific Company will cooperate with the contractor to the end that the work may be handled in an efficient manner, but the contractor shall have no claim for damages or extra compensation in the event his work is held up by the work of railroad forces.

Work on or Adjacent to Railroad Right of Way: The work to be performed under this contract which is on, over or under the railroad company's property or which is to be performed on areas lying within 50 feet of the center line of railroad tracks over which trains are operated is estimated to be   percent of the total cost of the project. This estimate is based upon estimated quantities and unit prices made prior to award of the contract and may or may not agree with the percentage computed in accordance with final quantities and unit prices under the contract. This estimate is given solely as a convenience and the State assumes no responsibility of any kind for its accuracy.

Railroad Requirements: The Contractor shall cooperate with the Southern Pacific Company where work is over or under the tracks, or within the limits of Railroad property in order to expedite the work and to avoid interference with the operation of Railroad equipment.

The Contractor shall comply with the rules and regulations of Railroad or the instructions of its representatives in relation to the proper manner of protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction.

The contractor shall perform his work in such manner and at such times as shall not endanger or interfere with the safe operation of the tracks and property of Railroad and the traffic moving on such tracks, as well as wires, signals and other property of Railroad, its tenants or licensees, at or in the vicinity of the work.

The contractor shall not pile or store any materials, park or use his equipment closer to the center of the nearest Railroad track, or overhead lines, than permitted by the following clearances:

10'-0" horizontally from center line of track, except noted for falsework.
22'-6" vertically above top of rail, except as noted for falsework.
21'0" vertically for falsework.
8'6" horizontally for falsework.

Any infringement on the above clearances due to the Contractor's operations shall be submitted to the Railroad and to the Engineer and shall not be undertaken until approved by the Railroad, and until the Engineer has obtained any necessary authorization from the Public Utilities Commissioner for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railroad Approval and PUC authorization.

In the case of impaired vertical clearance above top of rail, Railroad shall have the option of installing tell-tales or other protective devices Railroad deems necessary for protection of Railroad trainmen or rail traffic.

The details of construction affecting the Railroad tracks and property not included in the contract plans shall be submitted to the Railroad via the Engineer, for approval before such work is undertaken.

If the Contractor desires to move his equipment or materials across Railroad's tracks he shall obtain permission from Railroad and should it be required the Contractor shall obtain a private crossing agreement. The crossing installation for the use of the Contractor, if required, shall be at the expense of the Contractor.

In advance of any blasting, the contractor shall notify Railroad in order that proper flagging protection may be provided.

The Contractor shall, upon completion of the work covered by this contract, to be performed by Contractor upon the premises or over or beneath the tracks of Railroad, promptly remove from the premises of Railroad all of Contractor's tools, implements and other materials, whether brought upon said premises by said Contractor or any subcontractor, employee or agent of Contractor, or any subcontractor, and cause said premises to be left in a clean and presentable condition.

Railroad Flagmen: In connection with work performed on or adjacent to railroad property, Railroad representatives, conductors, flagmen or watchmen, will be provided by Railroad to protect its facilities, property and movements of its trains, or engines, when in the opinion of Railroad's representatives same is necessary due to the Contractor's operations while working on or adjacent to the Railroad's property or its tracks.

The cost of all necessary personnel provided by Railroad for the protection of Railroad facilities and trains during the performance of work on or adjacent to railroad property as deemed necessary for the protection of Railroad facilities and trains, and cost of installing tell-tales or other protective devices in the case of impaired vertical clearance, as above specified, shall be borne by the Contractor and sums sufficient to cover the claims based upon bills rendered to the State by Railroad for such costs, will be deducted from the progress and final pay estimates due the Contractor.

The rates of pay of Railroad employees customarily called upon to act for the protection of Railroad are the Railroad rates in effect at the time of the work for the various classes of labor. Compensation insurance, vacation and holiday time, railroad retirement and unemployment taxes, health and welfare, accounting and billing charges shall be added to the above rates.

The Southern Pacific Company will, upon request, furnish prospective bidders with an estimate of the cost of the flagging protection which will be required, but such estimate shall be understood to be approximate only and no guaranty is made that the total cost of such flagging will not be in excess of the estimated amount. The determination of the cost of flagging and protective devices to be used as a basis for the submitting of bids shall be the responsibility of the prospective bidders.

Work by Railroad Company: The Southern Pacific Company will rearrange its telephone, telegraph and signal lines, and appurtenances, and will make all track changes and will perform any other work in connection therewith.

The work by Railroad will be done by its own forces and is not a part of the work under this contract.

Legal Relations: The provisions of this section covering relations with railroad company and the provisions of the following sections, "Railroad Protective Insurance", of these special provisions shall inure directly to the benefit of the Southern Pacific Company.

Railroad Protective Insurance: In addition to any other form of insurance or bonds required under the terms of the contract and specifications, the Contractor shall furnish Railroad Protective Insurance in favor of the Southern Pacific Company and which policy or policies of insurance shall be in the railroad protective liability form as shown herein.

Such insurance shall be approved by said Southern Pacific Company before any work is performed on railroad property, and shall be carried until work on railroad property under the terms of the contract is satisfactorily completed as determined by the Engineer, and thereafter until all tools, equipment and materials have been removed from Southern Pacific Company's property and such property is left in a clean and presentable condition.

The insurance policy shall be delivered to the railroad company and a certificate of the policy shall be mailed the Highway Department, Highway Office Building, Salem, Oregon.

Full compensation for all premiums which the Contractor is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

RAILROAD PROTECTIVE LIABILITY FORM

____
(Name of Insurance Company)

DECLARATIONS

Item 1. Named Insured:

Item 2. Policy Period: From ______________ to ______________ 12:01 A.M., Standard Time, at the designated job site as stated herein.

Item 3. The insurance afforded is only with respect to such of the following coverages as are indicated in Item 6 by specific premium charge or charges. The limit of the company's liability against such coverage or coverages shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages		Limits of Liability		
		Each Person	Each Occurrence	Aggregate
A	Bodily Injury Liability	$250,000	$500,000	Not Applicable
B & C	Property Damage Liability and Physical Damage to Property	Not Applicable	$250,000	$500,000

Deductible Clause: Property Damage only.

From the amount of claims for property damage arising from any occurrence covered hereunder, the sum of $500 shall be deducted and insurance company shall be liable only for the amount in excess thereof within the limit of liability stated above.

Item 4. Name and Address of Contractor: ______________________________

____

____

Item 5. Name and Address of Governmental Authority for whom the work by the Contractor is being performed: STATE OF OREGON, acting by and through its STATE HIGHWAY COMMISSION, Salem, Oregon.

Item 6. Designation of the Job Site and Description of Work:

For constructing State Highway in ____________________

County, between ____________________________________

and ____

Highway ____________________, Sections ______________

Premium Bases	Rates per $100 of Cost		Advance Premiums	
	Coverage A	Coverages B&C	Coverage A	Coverages B&C
Contract Cost	$	$	$	$
Rental Cost	$	$	$	$

Countersigned ______________________________ 19__ by ____________

____
Title

POLICY

____
(Name of Insurance Company)

A ____
insurance company, herein called the company, agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declaration made by the named insured and subject to all of the terms of this policy:

INSURING AGREEMENTS

I. Coverage A--Bodily Injury Liability.

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, hereinafter called "bodily injury", either (1) sustained by any person arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations, or (2) sustained at the designated job site by the Contractor or any employee of the Contractor or by any designated employee of the insured whether or not arising out of such acts or omissions.

Coverage B--Property Damage Liability.

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of physical injury to or destruction of property including loss of use of any property due to such injury or destruction, hereinafter called "property damage," arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations.

Coverage C--Physical Damage to Property.

To pay for direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called loss, arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations; provided such property is owned by the named insured or is leased or entrusted to the named insured under a lease or trust agreement.

II. Definitions.

(a) Insured.--The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

(b) Contractor.--The word "contractor" means the Contractor designated in Item 4 of the declarations and includes all subcontractors of said Contractor but shall not include the named insured.

(c) Designated employee of the insured.--The words "designated employee of the insured" mean:

(1) any supervisory employee of the insured at the job site,

(2) any employee of the insured while operating, attached to or engaged on work trains or other railroad equipment at the site which are assigned exclusively to the Contractor, or

(3) any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the Contractor or by governmental authority.

(d) Contract.--The word "contract" means any contract or agreement to carry a person or property for a consideration or any lease, trust or interchange contract or agreement respecting motive power, rolling stock or mechanical construction equipment.

III. Defense, Settlement, Supplementary Payments.

With respect to such insurance as is afforded by this policy under coverages A and B, the company shall:

(a) defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;

(b) pay, in addition to the applicable limits of liability:

(1) all expenses incurred by the company, all costs taxed against the insured in any suit and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without obligation to apply for or furnish any such bonds;

(3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;

(4) all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

IV. Policy Period, Territory.

This policy applies only to occurrences and losses during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

(a) to liability assumed by the insured under any contract or agreement except a contract as defined herein;

(b) to bodily injury or property damage caused intentionally by or at the direction of the insured;

(c) to bodily injury, property damage or loss which occurs after notification to the named insured of the acceptance of the work by the governmental authority, other than bodily injury, property damage or loss resulting from the existence or removal of tools, uninstalled equipment and abandoned or unused materials;

(d) under coverages A(1), B and C. to bodily injury, property damage or loss, the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any designated employee of any insured;

(e) under coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; provided that the Federal Employers' Liability Act, U. S. Code (1946), Title 45, Sections 51-60, as amended, shall for the purposes of this insurance be deemed not to be any similar law;

(f) under coverage B, to injury to or destruction of property owned by the named insured or leased or entrusted to the named insured under a lease or trust agreement.

CONDITIONS

(The conditions, except conditions 3, 4, 5, 7, 8, 9, 10, 11 and 12 apply to all coverages. Conditions, 3, 4, 5, 7, 8, 9, 10, 11 and 12 appy only to the coverage noted thereunder.)

1. Premium.--The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The term "contract cost" means the total cost of all work described in Item 6 of the declarations.

The term "rental cost" means the total cost to the Contractor for rental of work trains or other railroad equipment, including the remuneration of all employees of the insured while operating, attached to or engaged thereon.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the company shall look to the Contractor specified in the declarations for any such excess; if less, the company shall return to the said Contractor the unearned portion paid.

In no event shall payment of premium be an obligation of the named insured.

2. Inspection.--The named insured shall make available to the company records of information relating to the subject matter of this insurance.

The company shall be permitted to inspect all operations in connection with the work described in Item 6 of the declarations.

3. Limits of Liability, Coverage A.--The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provisions respecting each person, the total limit of the company's liability for all such damage arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

4. Limits of Liability, Coverages B and C.--The limit of liability under coverages B and C stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of all property of one or more persons or organizations, including the loss of use of any property due to such injury or destruction under coverage B, as the rsult of any one occurrence.

Subject to the above provisions respecting "each occurrence," the limit of liability under coverages B and C stated in the declaration as "aggregate" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of property, including the loss of use of any property due to such injury or destruction under coverage B.

Under coverage C, the limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss, is of a part thereof the actual cash value of such part, at time of loss, nor what it would then cost to repair or replace the property or such part thereof with other of like kind and quality.

5. Severability of Interests, Coverages A and B.--The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

6. Notice.--In the event of an occurrence of loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place

and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. Assistance and Cooperation of the Insured, Cvoerages A and B.--The insured shall cooperate with the company and, upon the company's request attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

8. Action Against Company, Coverages A and B.--No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Coverage C.--No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

9. Insured's Duties in Event of Loss, Coverage C.--In the event of loss the insured shall:

(a) protect the property, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

(b) file with the company, as soon as practicable after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's request, exhibit the damaged property.

10. Appraisal, Coverage C.--If the insured and the company fail to agree as to the amount of loss, either may, within 60 days after the proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

11. Payment of Loss, Coverage C.--The company may pay for the loss in money but there shall be no abandonment of the damaged property to the company.

12. No Benefit to Bailee, Coverage C.--The insurance afforded by this policy shall not inure directly or indirectly to the benefit of any carrier or bailee, other than the named insured, liable for loss to the property.

13. Subrogation.--In the event of any payment under this policy, the company shall be subrogated to all the insured's rights to recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. Application of Insurance.--The insurance afforded by this policy is primary insurance.

15. Three-Year Policy.--A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each period.

16. Changes.--Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

17. Assignment.--Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.

18. Concellation.--This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured, contractor and governmental authority at the respective addresses shown in this policy written notice stating when not less than 30 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

19. Declarations.--By acceptance of this policy the named insured agrees that such statements in the declarations as are made by him are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In witness whereof, the ______________________________ Insurance Company has caused this policy to be signed by its president and

secretary at __________________________ and countersigned on the declarations page by a duly authorized agent of the company.

(Facsimile of Signature) (Facsimile of Signature)

___________________________________ Secretary

__________________________ President

RECEIVED
JUL - 9 1959
FOR FILING

I-5-4(38) [illegible]
5572

July 8, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

On November 24, 1958, we entered into an agreement with the Southern Pacific Company covering the overcrossing of its Woodburn-Springfield Branch by the Interstate Highway north of Eugene. This is sometimes known as the Game Farm Road Overcrossing and the Railroads know it as the Armitage crossing. This agreement includes a specification covering the relations with the Railroad Company and the railroad protective insurance.

Since entering into this agreement we have adopted a standard set of provisions under which the cost of railroad flagging and other matters is made a burden on the contractor and a different type of insurance is provided. This insurance has limits of $250,000/500,000 for both bodily injury liability and property damage liability with a $500 deductible clause on property damage.

We have been using these new forms on other projects contracted within the last few months and, if the agreement with the Railroad were to be drawn now, the Railroad would be included in the agreement. We would like to use these new specifications on the contract for this overcrossing in lieu of those set forth in the Railroad agreement. I am attaching a copy of the proposed provisions. The matter has been discussed with the Southern Pacific Company and it has approved the substitution.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams
Mr. Ivan D. Merchant

RECEIVED
FOR FILING
I 5 4(2)193
[illegible]

When replying, refer to:
08-35.8-DA

408 State Highway Bldg.
Salem, Oregon

June 12, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-4(2)193
Game Farm Road Interchange

Dear Sir:

The interchange layout for the Game Farm Road location causes the entering motorist, desiring to go northbound on the Interstate, approximately 3400' of out-of-direction travel. A similar design, with the acceleration lane extended across the structure, causes the same motorist approximately 2050' of out-of-direction travel.

We request that an economic analysis be made to determine which of the two designs indicate the greatest return to the taxpayer. It is probable that the structure over Game Farm Road could be designed so future widening could be accomplished without too much difficulty.

We believe that the original design of the Game Farm Road Interchange, which carried the acceleration across the structure, to be a superior type of design.

Very truly yours,

C. G. Polk
Division Engineer

Orig
Edwards

NOTED

RECEIVED
MAY 21 1959
FOR FILING

I 5 4 [illegible]
A. W. KILBORN
[redacted]
SUPERINTENDENT
5572

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

8-2660

IN REPLY PLEASE REFER TO
GMO 71225

May 20, 1959

Mr. W. C. Williams
Oregon State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attn. Mr. G. S. Paxson
Asst. State Highway Engineer

Dear Sir:

Referring to Public Utilities Commission Order No. 35695, which authorizes construction of twin overpass over Southern Pacific Co. track and right of way on the Woodburn-Springfield Branch near Armitage, Oregon.

We have been advised that this project will be let June 16th, and as of date do not have reduced plans or specification on this particular project.

Would appreciate being furnished two sets of plans and specifications.

Yours truly,

A W Kilborn

Copy to
Merchant
(Please send
plans and specs)

RECEIVED
MAY 21 1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

RECEIVED
IDAHO
MONTANA
OREGON
WASHINGTON
[illegible] 1959
FOR FILING

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

NOTED
W. C. WILLIAMS

[illegible]

When replying, refer to:
08-35.8

5372

January 26, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

A meeting was held last November between the State Highway Department and the Bureau to schedule future bid openings. A question was asked if the Bureau would approve four lane standards for the proposed Game Farm road where it intersects with the Interstate highway about 1-1/2 miles North of Q Street in Lane County. Determination of the county road width standards is necessary to permit your bridge department to complete the design of the structures which will carry the Interstate highway over a branch line of the Southern Pacific Railroad and the proposed county road.

We tentatively agreed to a four lane standard for the county road on your recommendation but without the benefit of a study of the intersection layout. We have now made a study of the proposed layout and find that the estimated 1975 traffic is far too low to justify a four lane facility; furthermore, it is our information that Lane County plans to build a two lane facility westerly from this point across the Willamette River even though predicted traffic volumes will be substantially higher to the west.

Accordingly, the Interstate highway overpass structures should be designed to permit clearances for a two lane county road to pass underneath.

It should be noted this letter does not intimate our approval of the provision of access to the Interstate highway by means of an interchange at Game Farm Road. Such approval will be contingent upon the development of Game Farm Road as a peripheral route and a sufficient traffic demand to warrant the construction of an interchange.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

[illegible]

RECEIVED
JAN 26 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 21 1958
FOR FILING

I.5.4(35)196

5572

11 Dc 57

P

RECEIVED
NOV 27 1957
LEGAL DEPT.

Order #35695

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

F-2590

Game Farm Rd.
Oxing

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, to construct two overcrossing structures over the tracks and right of way of the Woodburn-Springfield Branch of Southern Pacific Company on the revised location of the Pacific Highway in the Northwest quarter of the Southwest quarter (NW¼ SW¼) of Section 15, Township 17 South, Range 3 West, W.M., in Lane County, Oregon.

ORDER

The above entitled matter was duly heard on Monday, October 14, 1957, at 1:30 P.M., in the Lane County Court House, Eugene, Oregon, before C. E. Jaqua, Utility Engineer, representing the Commissioner. The following appearances are of record herein:

J. W. DeSouza, Assistant Counsel, Salem, Oregon
Robert A. Holland, Attorney, Salem, Oregon
Representing Oregon State Highway Commission;

Bert Ferris, Attorney, Portland, Oregon
Representing Southern Pacific Company;

Francis E. Waggoner, County Surveyor, Eugene, Oregon
Representing Lane County.

On July 10, 1957, the State of Oregon, by and through its State Highway Commission, hereinafter referred to as Applicant, filed its application requesting authority to construct two overcrossing structures over the tracks and right of way of the Woodburn-Springfield Branch of Southern Pacific Company on the revised

NOTED
C. S. PAXSON

location of the Pacific Highway in Lane County, Oregon.

Neither Southern Pacific Company nor the Board of County Commissioners of Lane County opposed the issuance of an order in accordance with the prayer of the application.

After due notice the matter was set down for hearing at the time and place mentioned herein, the hearing convened, evidence was adduced, the hearing was completed and the matter submitted for determination. Based upon said evidence and record, it is found that:

The proposed construction will be approximately .3 miles north of Armitage Station on Southern Pacific Company's Woodburn-Springfield Branch in Lane County, Oregon.

The two structures will be similar in design and will provide a 30-foot roadway for the separated north and southbound traffic. The structures will be 335 feet in length, of reinforced concrete, having 6-deck girder spans.

After completion of the structures, a vertical clearance of 23 feet ½ inch above top of rail will be provided and the minimum horizontal clearance from center of track will be 16 feet 7 inches. An impairment to the standard vertical clearance set forth in Order No. 33700 to the extent of 1 foot 6 inches will be made necessary by the erection of falsework during construction, and Applicant requests authorization for this temporary impairment. Telltale warnings will be installed during the period of said impairment.

The roadways, which are tangent at points of crossing, will approach the crossing structures on a 2 per cent ascending grade from both directions, and will connect with 1,600-foot vertical curves to form the roadway grade over the crossings.

The single track which passes beneath the structures is tangent for some distance on both sides of the highway, and will intersect the highway at an angle of 46 degrees 47 minutes in the northwest quadrant.

An estimated traffic volume of 3,800 vehicles per day in each lane is anticipated upon completion of the structures, and normal annual increases are expected.

Oregon State Highway Commission will prepare plans and specifications, award contracts, supervise the construction of the said project, and bear all costs incidental thereto, including reimbursement to Southern Pacific Company for any necessary expenses incurred by it in connection with the construction which are reimbursable under, and not prohibited by, the terms of Policy and Procedure Memorandum No. 30-3 issued by the Public Roads Administration, and amendments thereof and supplements thereto.

Southern Pacific Company will, subject to said reimbursement, revise, relocate or re-install as may be necessary to construction, its existing right of way fences, communication lines and signal systems, furnish watchman and flagman services required to safeguard railroad operations during the construction period, and erect and remove necessary telltale warnings.

After completion of the project, Applicant will maintain the overcrossing structures with their appurtenances and approaches, and Southern Pacific Company will maintain the railroad line with its appurtenances and facilities.

From the foregoing, it is concluded that the overcrossings at this location will provide safe and convenient highway crossings, will not constitute a hazard to rail operation, are in the public interest, and the application should be granted; it is therefore

ORDERED that the application of the State of Oregon, by and through its State Highway Commission, to construct two overcrossing structures over the tracks and right of way of the Woodburn-Springfield Branch of Southern Pacific Company on the revised location of the Pacific Highway in the Northwest quarter of the Southwest quarter (NW¼ SW¼) of Section 15, Township 17 South, Range 3 West, Willamette Meridian, in Lane County, Oregon, is granted; and it is further

ORDERED that the construction shall be done in a good and workmanlike manner, in accordance with commonly accepted engineering practices, and in conformity as to location, grade, angle of crossing and general design with plans and profile submitted with the application, and by this reference made a part hereof; and it is further

ORDERED that Oregon State Highway Commission shall prepare plans and specifications, award contracts, supervise the construction of the project, and bear all costs incidental thereto, including such reimbursement to Southern Pacific Company for expenses incurred by it in connection with the project as is permitted and not prohibited by the terms of Policy and procedure Memorandum No. 30-3 issued by the Public Roads Administration, and amendments thereof and supplements thereto; and it is further

ORDERED that Southern Pacific Company shall, subject to reimbursement as provided above, make such revisions in existing communication lines, signal systems and fencing as may be required, and furnish watchman and flagman and other necessary services to safeguard railroad operations during the construction period; and it is further

ORDERED that the impairment to the standard vertical clearance created by the erection of falsework during construction of 1 foot 6 inches, which will limit the vertical clearance above top of rail to 21 feet 0 inches, hereby is authorized; and it is further

ORDERED that Southern Pacific Company shall, subject to reimbursement by Oregon State Highway Commission, erect telltales of proper design at such locations as will best protect and warn railroad trainmen of the existence of the impairment, and after completion of the project provide for their removal; and it is further

ORDERED that Southern Pacific Company hereby is authorized to operate over the track under said conditions of temporary impairment; and it is further

ORDERED that, after completion of the project, Oregon State Highway Commission shall, at its own expense, maintain the overcrossing structures with their appurtenances and approaches, and Southern Pacific Company shall, at its own expense, maintain track and roadbed and all railroad facilities beneath the structures; and it is further

ORDERED that the designation CC-648.4-A be assigned and maintained on the structures as a means of identification in the Commissioner's Catalog of Railroad Crossings in the State of Oregon.

Made and entered this 26th day of November, 1957.

HOWARD MORGAN
Public Utility Commissioner

(OFFICIAL SEAL)

I-5-4(29)198 Linn Co. Line-McKenzie 1959
R. Sec. of Pac. Hwy.
#5573 (stone base, pav. & signing)

A

RECEIVED
JUL 23 1965

FORM E-30X——80M——7-64 6230-734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

I-5 4(29)193

5573

Salem, Oregon
July 20, 1965

SUBJECT:

To: **MEMO TO FILE**

The case of Houck versus the State, which has to do with claims on the Halsey Road-Lane County Line and the L~~ane~~inn County Line-McKenzie River Sections of I-5, is set for trial on July 21.

On this date, Mr. Houck's attorneys met with Mr. Rohde and Mr. Edwards to discuss a possible settlement. Insomuch as traffic was placed on both of these sections before the contractor had completed his work and he was requested to take care of finishing operations under traffic, it is felt that he should not suffer the imposition of liquidated damages because additional time was required to complete the work. The liquidated damages on both contracts amount to $15,300.

It was suggested that the matter be compromised for $17,800. This was on the basis that the State has no defense against the $10,500 liquidated damages on the Halsey Road-Lane County Line Section. We do not have a strong defense of the liquidated damages of $4,800 on the Lane County Line-McKenzie River Section. We think we have a fairly good defense on the remaining portion of the claim.

The matter resolves itself into balancing what the verdict may be with a certainty of $10,500 and the possibility of as much as $57,000. I recommended to Chairman Jackson that the matter be settled for the suggested compromise of $17,800 and he concurred.

ORIGINAL SIGNED
R. L. PORTER

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Forrest Cooper ✓
Tom Edwards ✓
Victor D. Wolfe
G. E. Rohde

NOTED
TOM EDWARDS

FEB 5 1965

FOR FILING

57 / 2

[illegible]
[illegible]

[illegible]
[illegible]

[illegible] I have [illegible] at the lab to make the following [illegible]:

1. To determine by use of the [illegible], by means of a series of tests on signs which we [illegible] to be satisfactory, that the [illegible] should be,

2. To establish by a further test [illegible] the [illegible] at the end of the [illegible] period. This would be primarily based on readings on material which we consider to be [illegible] for further use.

3. To determine by tests the readings on the signs which [illegible] as [illegible].

4. To determine [illegible] fall in the [illegible] scale established under Points 1 and 2 above.

5. To give us the data which will then be turned over to the Legal Division for such action as is necessary.

6. A separate category of failures will include the [illegible] which are [illegible]. They can be worked out as a separate unit of work. [illegible] establish and [illegible] a basis for [illegible] failure of [illegible]. This will require [illegible] with the [illegible] of whether or not a sign which has developed [illegible] to deliver the sign message which it was designed to impart.

[illegible]

[illegible]
[illegible]

[illegible]

cc: [illegible]

[illegible] Porter	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
	[illegible]

FEB 5 1965

FOR FILING

55/3

Salem, Oregon
February 5, 1965.

Mr. [illegible]
Maintenance Engineer

I attach [illegible]'s summary of report of porcelain enamel sign failures. I have instructed Oscar White at the lab to take the following steps:

1. To determine by use of the [illegible], by means of a series of tests on signs which we hold to be satisfactory, what the normal [illegible] reading should be.

2. To establish by a further test or tests that the maximum fading should be at the end of the 10-year period. This would be primarily based on readings on material which we consider to be unfit for further use.

3. To determine by test the readings on the signs which [illegible] reports as unsatisfactory.

4. To determine where they fall in the sliding scale established under Points 1 and 2 above.

5. To give to the data which will then be turned over to the Legal Division for such action as is necessary.

6. A separate category of failure will include the [illegible] which are [illegible]. They can be carried out as a separate unit of work. You will establish and submit for my approval a basis for determining failure of a [illegible]. This will require dealing with the problem of whether or not a [illegible] which has [illegible] fails to deliver the sign message which it was designed to impart.

Attachment

Tom Edwards
Assistant State Highway Engineer

[illegible]

cc: Forrest Cooper
[illegible]
[illegible] (Enc.)
[illegible] (Enc.)
[illegible]
Oscar White
[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)

FORM E-30 50M 5-62 43908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1965

SUBJECT:

To:

Mr. Tom Edwards
Assistant State Highway Engineer
DEPARTMENT

Herewith report on defective porcelain enamel signs completed the latter part of December 1964. This represents the second report made on defective enamel signs in 1964. I am conducting this inspection every six months.

I am submitting all copies of this report to you since no action has been taken on previous reports to enforce the warranties. Perhaps a review of our position should be taken prior to transmitting of this report to those concerned.

Please advise if any change is requested in this procedure.

Robert N Bothman

R. N. Bothman
Sign Engineer

RNB:nk
attachment

cc: E. S. Hunter

FORM 2-90 30M 9-61 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 20, 1965

SUBJECT: Defective Porcelain Enamel Sign Replacement

To: Mr. George Rohde
Mr. Leonard I. Lindas
~~Chief Counsel~~
DEPARTMENT

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs in accordance with the terms of the guarantee:

SECTION Linn Co. Line - McKenzie River
HIGHWAY Pacific
CONTRACT NO. 5571 GUARANTEE NO. II-P
CONTRACTOR Roy L. Houck Sons, Inc.

MANUFACTURER California Metal Enameling Company
6904 E. Slauson Ave.
Los Angeles, Calif.

DATE MANUFACTURED 1960 Date Accepted March 1962

SIGN NO.	TED DWG. NO.	STATION	MESSAGE	FAILURE REPORTED
5	S 55	199+50	ALBANY 35 PORTLAND 101	April 1964

Fading and discoloration are the cause of all reported failure.

ORIGINAL SIGNED BY R. N. BOTHMAN

R. N. Bothman
Sign Engineer

RNB:nk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer Div. III

RECEIVED
JAN 14 1964
FOR FILING

January 13, 1964

Mr. Art Woods
1860 Alder Street
Eugene, Oregon

Dear Mr. Woods:

In compliance with your recent telephone request, we are furnishing you the following information concerning the Roy L. Houck Sons' Corporation Contract No. 5573 for paving and signing on the Linn County Line-McKenzie River Section of the Pacific Highway in Lane County.

This job was first advertised for bids to be received on July 21, 1959. This contract letting was cancelled. The project was then readvertised and bids were received on December 8, 1959. The job was advertised two weeks prior to July 21 and December 8, 1959.

The contract was awarded to Roy L. Houck Sons' Corporation on December 16, 1959, completed June 19, 1961, and accepted by the State Highway Commission on March 2,1962.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

1/10/64

Contract No. 5573

Roy L. Houck Son's Corp.

Paving - signing
Linn Co. Line - McKenzie Rr. Section
Pacific Hwy.
Lane County

This was advertised first to receive bids July 21, 1959. (Published 2 weeks prior)

The July 21, 1959 letting was cancelled —

This job was then readvertised, Bids were received Dec. 8, 1959. (Pub. 2 weeks prior)

Awarded, Dec. 16, 1959
Completed June 19, 1961
Accepted March 2, 1962

1/10/64 – Phone Call
Art Woods
1860 Alder St – Eugene, Ore.

RECEIVED
NOV 9 1962

Contract 5573

~~FOR FILING~~

OREGON STATE HIGHWAY DEPARTMENT

TABULATION SHEET

SHEET 1 OF 1 SHEETS

5573

Lin Co Inc — McKenzie River
Pacific Highway
Lane County

Portland Concrete Cores

620-1052

LAB NO.	[illegible]	Sample or Core #	Sta.	offset	Thickness Core	[illegible]	Date Laid	
522556	6-30-60				8.4"			
527037	8-3-60		70+00	SB Lt.	8.3"		6-20-60	
527038	"		87+25	NB Lt Center	8.0"		7-15-60	
527039	"		174+00	S.B. Lt "	7.9"		7-22-60	
527040	"		275+00	NB Lt Center	8.3"		8-1-60	
563494	8-1-61	12	50	SB Rt	8.0'	no steel		
"	"	13	120	SB Lt	7.9"	no steel		
"	"	14	200+15	S.B. Rt	8.1"	2.9"		
563793	8-3-61	30	294+60	NB Rt	8.4"	none		
"	"	31	160+15	NB Rt	8.0'	3.7"		

RECEIVED
NOV 13 1962
FOR FILING

477 Cottage Street N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

November 8, 1962

08-85.5

A. W. Parsons, Division Engineer
Salem, Oregon

By: L. R. Backlund
Admin. Manager

Oregon Project I-5-4(29)198
Linn Co. Line-McKenzie River Section
Voucher No. 10 - Final
Net amount claimed $70,257.00

The subject voucher has been approved in the reduced amount of $70,174.00. Deduction has been made in accordance with the attached Schedules of Deductions, Items No. 1, 2 and 3.

Total amount of deductions	$ 90.07
Federal-aid pro-rata	92.37%
Net deduction in even dollars	$ 83.00

In the event you disagree with the deductions made, it will be necessary to present a reclaim in accordance with Instructional Memorandum 4-1-61.

original To Young
with attachment
11-13-62

RECEIVED
NOV 9 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 17 1962
FOR FILING

[illegible]

5573

January 16, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

A post-final payment in the amount of $720.00 will be made to Roy L. Houck Sons' Corp., on contract #5573 for paving-signing on the Linn County Line-McKenzie River Section of Pacific Highway in Lane County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $1,096,057.04, including the post-final payment. Of the total, $2,470.62 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem
Oregon

RECEIVED
DEC 7 1961

FOR FILING

5573

December 5, 1961

Oregon Bureau of Labor
Labor and Industries Building
Salem, Oregon

Attention: Mr. Quintin B. Estell
Asst. Attorney General

Gentlemen:

This is to acknowledge receipt of your letter of November 29 and attached claims of Rolland Higgins, in various amounts, for labor for Dale Clarambeau, subcontractor, for Roy L. Houck Sons' Corporation.

We have received a letter from the Secretary of State, dated November 29, 1961, informing us that these claims have been filed in his office on the following Roy L. Houck Sons' Corporation contracts: Nos. 5478, 5573, 5592, 5627, 5788, 5608, 5795, and 5812.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD
dc

NORMAN O. NILSEN
COMMISSIONER

OFFICES
SALEM, OREGON
PORTLAND, OREGON

STATE OF OREGON
BUREAU OF LABOR

OFFICE OF THE COMMISSIONER
LABOR AND INDUSTRIES BUILDING, SALEM 10, OREGON

November 29, 1961

TO THE STATE OF OREGON AND TO THE STATE OF OREGON
BY AND THROUGH THE STATE HIGHWAY COMMISSION:

Notice is hereby given that the undersigned, Norman O. Nilsen, as an assignee, as Commissioner of the Bureau of Labor, has a claim for wages due for labor performed by Rolland Higgins between October 7, 1960, and January 28, 1961, as a laborer for Dale Clarambeau, a subcontractor for Roy L. Houck Sons' Corporation, in the sum of $278.37, together with interest thereon at the rate of 6% per annum from January 28, 1961, until paid, against the bond taken from Roy L. Houck Sons' Corporation and General Insurance Company of America for work of highway construction, paving and signing, of Pacific Highway in Lane County, of that certain section known as Linn County Line-Mckenzie River, Oregon State Highway Contract No. 5573, awarded December 16, 1959, for the State of Oregon by and through the State Highway Commission.

Dated this 29 day of November, 1961.

Norman O. Nilsen, Commissioner
Oregon Bureau of Labor

By Quintin B Estell
QUINTIN B. ESTELL
Deputy Commissioner

qbe:cj
Duplicate Originals: Secretary of State
Oregon State Highway Commission
Roy Houck Sons' Corporation
General Insurance Company of America

RECEIVED
NOV 29 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 7 1961
FOR FILING

5573

December 5, 1961

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Attached are copies of claims which have been filed with the Secretary of State by the Oregon Bureau of Labor for wages due Rolland Higgins, laborer for Dale Clarambeau, subcontractor for Roy L. Houck Sons' Corporation, prime contractor. These appear to be in connection with the following State Highway Contracts with Roy L. Houck Sons' Corporation:

Contract No. 5627,	Jackson County	- $ 23.26	plus interest
Contract No. 5795,	Lane County	- $ 220.00	" "
Contract No. 5812,	Douglas County	- $1,067.00	" "
Contract No. 5592,	Lane County	- $ 553.77	" "
Contract No. 5573,	Lane County	- $ 278.37	" "
Contract No. 5478,	Linn County	- $ 551.27	" "
Contract No. 5788,	Lane County	- $ 39.81	" "
Contract No. 5608,	Jackson County	- $ 81.68	" "

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Huggins Insurance Agency
373 North Church Street
Salem, Oregon

NOTED ON CARD
dc

Roy L. Houck Sons' Corporation
1585 - 20th Street N. E.
Salem, Oregon

Commissioners
Mr. Forrest Cooper

CHM:fp

NORMAN O. NILSEN
COMMISSIONER

OFFICES
SALEM, OREGON
PORTLAND, OREGON

STATE OF OREGON
BUREAU OF LABOR

OFFICE OF THE COMMISSIONER
LABOR AND INDUSTRIES BUILDING, SALEM 10, OREGON

November 29, 1961

TO THE STATE OF OREGON AND TO THE STATE OF OREGON
BY AND THROUGH THE STATE HIGHWAY COMMISSION:

Notice is hereby given that the undersigned, Norman O. Nilsen, as an assignee, as Commissioner of the Bureau of Labor, has a claim for wages due for labor performed by Rolland Higgins between October 7, 1960, and January 28, 1961, as a laborer for Dale Clarambeau, a subcontractor for Roy L. Houck Sons' Corporation, in the sum of $278.37, together with interest thereon at the rate of 6% per annum from January 28, 1961, until paid, against the bond taken from Roy L. Houck Sons' Corporation and General Insurance Company of America for work of highway construction, paving and signing, of Pacific Highway in Lane County, of that certain section known as Linn County Line-Mckenzie River, Oregon State Highway Contract No. 5573, awarded December 16, 1959, for the State of Oregon by and through the State Highway Commission.

Dated this 29 day of November, 1961.

Norman O. Nilsen, Commissioner
Oregon Bureau of Labor

By Quintin B. Estell
QUINTIN B. ESTELL
Deputy Commissioner

qbe:cj
Duplicate Originals: Secretary of State
Oregon State Highway Commission
Roy Houck Sons' Corporation
General Insurance Company of America

File # 3891

FILED
NOV 29 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

HARMONY AND JUSTICE ON THE JOB

RECEIVED
OCT 6 1961
FOR FILING
[illegible]
5573

October 5, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5573 for paving-signing the Linn County Line-McKenzie River Section of Pacific Highway in Lane County was completed by the contractor, Roy L. Houck Sons' Corp., on June 19, 1961, but has not as yet been accepted by the Commission.

Final payment in the amount of $32,763.32 will be released to the contractor after acceptance by the Commission. The total contract amount is $1,095,337.04, of which amount $2,470.62 represents force account items.

You have been previously notified that a claim has been filed against this contract.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem
Oregon

RECEIVED
OCT 6 1961
FOR FILING

5573

October 3, 1961

General Insurance Company of American
Portland Service Office
209 S. E. 4th Avenue
Portland 4, Oregon

Gentlemen:

A claim letter dated September 27 has been received from Bert Clarambeau, McMinnville, advising that Dale J. Clarambeau, subcontractor for Roy L. Houck Sons' Corporation, owes him for wages in the amount of $1, 424.88.

This appears to be in connection with the following State Highway contracts in which Roy L. Houck Sons' Corporation is the prime contractor: Contract Nos. 5478, 5573, 5592, 5795, and 5812. This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim letter.

This information is provided as your company appears as surety on the performance bond furnished on each of these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:

cc: Huggins Insurance Agency
Roy L. Houck Sons' Corporation
M. K. McIver
Glenn L. Jackson
W. C. Williams
Forrest Cooper

CWH:rj

9

RECEIVED
OCT 6 1961
FOR FILING

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5573

October 3, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Att: Mr. George C. Stephens

Dear Sir:

Attached is a claim letter dated September 27 for filing in the amount of $1,424.88 received from Bert Clarambeau, McMinnville, for labor performed for Dale J. Clarambeau, subcontractor for Roy L. Houck Sons' Corporation.

This appears to be in connection with the following contracts in which Roy L. Houck Sons' Corporation was the principal contractor: Contract Nos. 5478, 5573, 5592, 5795, and 5812. The General Insurance Company of America, through Huggins Insurance Agency, 373 North Church Street, Salem, furnished the performance bond on each of the above contracts.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:

CWH:rj

NOTED ON CARD

File #3867

FILED
OCT 5 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
OCT 5 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 5 - 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

October 3, 1961

Mr. Bert Clarambeau
Route 1, Box 35
McMinnville, Oregon

Dear Mr. Clarambeau:

This is to acknowledge receipt of your claim letter of September 27 for wages earned in the amount of $1,424.88 for labor performed for Dale J. Clarambeau, subcontractor for Roy L. Houck Sons' Corporation.

From the description in your letter this appears to be in reference to the five Roy L. Houck Sons' contracts, as follows: Contract Nos. 5478, 5575, 5592, 5795, and 5812. None of these contracts have been accepted by the Oregon State Highway Commission.

The General Insurance Company of America, through Huggins Insurance Agency, 575 North Church Street, Salem, furnished the performance bond on each of these five contracts, which is given to assure completion of the contract and payment of all bills incurred in it. The State does not make payment of claims, but looks to the prime contractor and surety for such payment.

So that there may be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. This action will protect your claim under the bonds. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

CWH:rj

Rt 1, Box 35
Mc Minnville, Oregon
Sept. 27, 1961

Secretary
Oregon State Highway Commission
State Highway Bldg.
Salem, Oregon

Dear Sir,

I find it necessary to file a claim with the State Highway Comission for wages earned and not paid on the following projects.

Week	Amount	Contract No.
4-15-61	31.02	5795
4-15-61	46.52	5573
4-22-61	112.20	5812
5-21-61	12[illegible].36	5812
5-28-61	81.40	5812
6-2-61	63.96	5795
6-10-61	93.75	5795
6-17-61	109.56	5795
6-24-61	16.34	5478
6-24-61	37.21	5795
7-1-61	167.[illegible]	5478
7-15-61	11[illegible].79	5592
7-21-61	15[illegible].79	5592
7-22-61	123.84	5478
7-29-61	[illegible]	5592

Total Wages Due. [illegible]

Work Performed For
Dale J. Clarambeau, Sub For
Roy L. Houck Sons Corp.
General Contr.

Sincerely,
Dale J Clarambeau
Rt 1 Box 35
Mc Minnville, Oregon

D. J. Clarambeau

#5478 —	$507.75
#5573 —	46.52
#5592 —	333.90
#5795 —	335.50
#5812 —	319.96
	$1,343.63

RECEIVED
SEP 29 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 25 1961
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-5-41.28/1198

5573

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
W. C. WILLIAMS

September 22, 1961

General Insurance Co. of America
209 S. W. 4th Avenue
Portland, Oregon

Gentlemen:

A letter dated September 19, 1961 has been received from Halsey Lumber Company, Halsey, advising that Dale J. Clarambeau, subcontractor for R. L. Houck Sons' Corp. owes them for cement (amount not stated).

This appears to be in connection with the Roy L. Houck Sons' Corp. contracts as follows:

Contract No. 5478, Halsey Interchange-Lane County Line.

Contract No. 5573, Linn County Line-McKenzie River

Contract No. 5592, McKenzie River-Willamette River.

We provide this information as your company appears as surety on the performance bond furnished with each of these contracts.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Huggins Insurance Agency
373 No. Church Street
Salem, Oregon

Roy L. Houck Sons' Corp.
1585 No. 20th Street
Salem, Oregon

Commissioners
W. C. Williams
Forrest Cooper

RECEIVED
SEP 22 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 27 1961
FOR FILING

[illegible]

5573

September 22, 1961

C O P Y

Valley Lumber Company
Halsey,
Oregon

Attention: Mr. Melvin H. Abraham

Dear Mr. Abraham:

This is to acknowledge your letter of September 19, stating that Dale J. Clarambeau owes you for the purchase of cement which was used on the Freeway between the Halsey Interchange and the Eugene Interchange.

Our records indicate that Dale J. Clarambeau was a subcontractor for Roy L. Houck Sons Corp. on the following projects in that area:

Contract No. 5478, paving, Halsey Interchange-Lane County Line Section, Pacific Highway, Linn County, completed August 28, 1961.

Contract No. 5573, paving, signing, Linn County Line-McKenzie River Section, Pacific Highway, Lane County, completed June 19, 1961.

Contract No. 5592, McKenzie River-Willamette River Section, Pacific Highway, Lane County, not completed.

The General Insurance Company of America, through Huggins Insurance Agency, 373 No. Church Street, Salem, furnished the performance bond on each of the three projects, which is given to assure completion of the contract and payment of all bills incurred in it. If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. The State does not make payment of claims but looks to the prime contractor and surety for such payment. Attached are excerpts from the Oregon laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and contractor of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Attach.
AWH:mg

FORM E-123-X 37.5M 10-56

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 21, 1961

C
O
P
Y

Valley Lumber Company
Halsey
Oregon

Attention: Mr. Melvin H. Abraham

Gentelmen:

Reference is made to your letter of September 19, 1961, regarding your claim against Dale J. Clarambeau, 3994 Crest View, Salem, Oregon

Mr. Clarambeau was a subcontractor for Roy L. Houck Sons' Corporation on the following Projects between the Halsey Interchange and Eugene Interchange:

Contract No. 5478, Halsey Interchange-Lane County Line
Contract No. 5573, Linn County Line-McKenzie River
Contract No. 5592, McKenzie River-Willamette River

Mr. Floyd Query, Secretary to the State Highway Commission handles claims of this type. Your letter is being referred to him, by this letter, with the request that he write to you.

Very truly yours,

/s/ D.B.P.

D. B. Parkes
Contract Payments Engineer

cc Floyd Query

DBP:bm

VALLEY LUMBER COMPANY

Halsey, Ore.

September 19, 1961

C
O
P
Y

Oregon State Highway Department
Salem, Oregon

Attention: Mr. D. B. Parkes

Dear Sir:

I'm writing to you regarding a Dale J. Clarambeau, 3994 Crest View Drive, Salem, Oregon, who purchased cement here to be used on the Freeway project. His check No. 404 dated 7-31-61, in the amount of $12.40, has been returned NSF two different times and his bank, Ladd & Bush Branch, The U. S. National Bank, Salem, Oregon, has returned unpaid a Country Collection request sent by our bank, Halsey Branch Bank of Lebanon, Halsey, Oregon.

The closest we can tell of the location where the materials were used is between the Halsey interchange and the Eugene interchange.

Is there any information or help you can give to us regarding this subject of collecting the above amount? Thank you for your kind attention.

Respectfully yours,

/s/ Melvin H. Abraham

RECEIVED
AUG 30 1961

FOR FILING

F 5-4(5) [illegible]

5573

August 30, 1961

General Insurance Company of America
Portland Service Office
209 S. W. 4th Ave.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Roy L. Houck Sons' Corporation on Contract No. 5573, for paving and signing the Linn County Line-McKenzie River Section of the Pacific Highway in Lane County.

This payment in the amount of $24,877.22 will be released to the contractor on or after September 7, 1961. The retained percentage is $32,786.69.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Roy L. Houck Sons' Corporation
1585 - 20th St. N. E.
Salem, Oregon

NOTED ON CARD

RECEIVED
JUN 28 1961
FOR FILING

I-5-4(29)198

5573

June 27, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 19, 1961, on Contract No. 5573, Linn County Line-McKenzie River Section, in Lane County, in connection with Federal Aid Project No. I-5-4(29)198 .

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

cc: Clarence G. Benson

DBP:cr

RECEIVED
JUN 28 1961
FOR FILING

5573

June 27, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 4 covering additional haul on the Linn County Line-McKenzie River Section of the Pacific Highway in Lane County, Contract No. 5573, in connection with Federal Aid Project No. I-5-4(29)198.

This agreement covers haul on approximately 2,900 tons of 3/4" - 0 from the crusher site on the Halsey-Balte Road Section to complete the shoulders on this project.

The contractor had crushed and placed 8,200 tons of base and 3,000 tons of 3/4" - 0 above the gross contract amount. Due to the high specific gravity of the material in the Miller Bar compared to the specific gravity used in setting up tonnage for this project, the quantity was not sufficient.

This agreement was checked with and approval recommended by the B.P.R. Area Engineer September 20, 1960. The agreement was lost before approval and has just been recovered.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enclosure

DBP:cr

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 24, 1961

Section Linn County Line-McKenzie River

Kind of work Paving & Signing

Highway Pacific County Lane

Section prefix 620-1052

Contractor Roy L. Houck Sons' Corp.

Contract number 5573

Date of contract Ded. 16, 1959

Specified work days 125

Date work started Dec. 15, 1959

Work days used 122

Project authorization $1,219,414.61

Exclusive of engineering $1,132,725.76

Per cent of time elapsed 97.6 %

Estimated cost of completed project, exclusive of engineering $1,092,579.78

Estimated per cent ~~overrun or~~ underrun 3.3 %

Per cent of contract completed, based on estimated cost 100. %

Engineering authorization $26,715.85

Engineering cost to date $18,046.79, 55.41 %

Date project was completed June 19, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
none	none	none	none	100	100	none

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The Contractor replaced end section on median drain near north end of project which he damaged during last years operation.

Mr. L. E. George of Traffic Division inspected and approved signing of this project on Monday, June 19th.

Mr. Graffe of the Bureau of Public Roads made his final inspection of this project on Friday, June 23rd.

This will be the last weekly report.

CONSTRUCTION DIVISION
RECEIVED
JUN 26 1961
NOTED--

NOTED
C. E. PAULSEN

NOTED

Anticipated date of completion:

June 19, 1961

Signed H E Mayfield

Address 2144 E. 15th Ave., Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PC PAVING
Miles in project		6.08	AC		6.08
Miles partially completed					
Miles completed		6.08			6.08
Total estimated quantities (contract)	400 c.y.	254,000 ton	13,000 ton	1,030 c.y.	175,000 S.Y.
Total quantities corrected to date	368	266,338	15,848	1,084	171,316
Estimated quantities moved or placed to date	"	"	"	"	"
Average daily quantities	0	0	0	0	0
Average daily quantities necessary to complete project on time	0	0	0	0	0
Number shifts per day	1				
Hours per shift	1				
Average force on project for week	2				

Men	2
Supervision	
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., pickup 1.........., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	fair		
Monday	overcast AM		
Tuesday	fair		
Wednesday	fair		
Thursday	fair		
Friday	fair		
Saturday			

RECEIVED
JUN 12 1961
FOR FILING
I-5-4(29)198
5573

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 6, 1961

SUBJECT:

To:

MEMO TO THE FILE

A conference with Mr. C. G. Polk of the Bureau of Public Roads was held Monday, June 5th. The following subjects were discussed:

1. Rufus-Arlington. The Bureau of Public Roads was informed that our best estimate at this time indicated approximately 5 million dollars participation on the part of the State and Bureau of Public Roads in the Rufus-Arlington relocation. This is based on verbal advice from C. G. Hansens that the Corps would accept the State's position concerning construction of interchanges, control of access, four lanes at interchanges, and 4 lanes at climbing lanes. No firm commitment was made, but Mr. Polk indicated that the Bureau would look favorably upon completion of the West John Day Interchange providing a written statement was secured from the Army.

2. White River Relocation (Butler Canyon-Oak Springs Road). The proposed plan was discussed with the Bureau of Public Roads.

3. Linn County Line-McKenzie River. The serious problem of falling rocks from the cut immediately north of the McKenzie River was discussed. The Bureau requested that sound justification be presented concerning control of this problem by installation of a protective wire mesh covering of the cut slope. There appears to be justification for approving this item. Mr. Barbee will proceed with this.

4. The Cascade Locks drainage problem was discussed at some length. It was tentatively agreed that the city should be contacted to determine what if any participation they would be willing to provide in establishment of a 30-inch storm sewer from the freeway to the river. It is believed that work north of existing U.S. 30 is an obligation of the State, that the Bureau should participate between the freeway and existing U.S. 30, and that the city of Cascade Locks provide the necessary rights of way. A rough draft has been prepared concerning this item.

5. A request of Multnomah County for revision of the Rockwood Road off-ramp (N.E. 181st Avenue) was discussed.

Traffic data taken May 26, 1961 was presented and discussed. This item had previously been rejected by the Bureau based on a circular memorandum from George Williams dated November 23, 1960. Mr. Polk asked that we resubmit our request. Mr. Attig will prepare the necessary data to resubmit this request. This shall be submitted in writing and not as an oral request.

6. The Harvard Military Avenue revision in Roseburg was discussed. There were no objections.

7. Slide conditions on the Baldock Freeway was brought to Mr. Polk's attention. It is desirable, based on our decision, that Houck be given the task of cleaning up the slide situation whthin the limits of his paving job.

Tom Edwards
Construction Engineer

TE:jw

cc Forrest Cooper ✓
Lloyd Shaw
A. E. Johnson
F. D. Morgan
Dean Swift
A. F. Parson

RECEIVED
MAY 15 1961

FOR FILING
I-5-4(29)198
55/3

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11, 1961

SUBJECT: Linn Co. Line-McKenzie River

To:

MEMO TO THE FILES

Putnam called and stated that their estimate for a protective wire mesh covering over the McKenzie River cut is $110,880.00. Will forward information on this and on a possible structure in the very near future.

Tom Edwards
Construction Engineer

By F. Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc Forrest Cooper
F. D. Morgan

RECEIVED
MAY 11 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 11 1961
FOR FILING
I-5-4(29)198

5573

May 10, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering the construction of a dry rubble masonry wall, fence, and guard rail repair on the Linn County Line-McKenzie River Section of the Pacific Highway in Lane County, Contract No. 5573, in connection with Federal Aid Project No. I-5-4(29)198.

Winter slides and erosion have endangered sections of the fence and guard rail on this project. In some places, the erosion has reached the edge of the oiled surface on the frontage road and has undermined fence and guard rail posts. The wall will also reduce the amount of material now sloughing into the Freeway drainage ditch.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Encl.

T

RECEIVED
MAR 17 1961
FORM 2-35A OOM 2-60 26119

FOR FILING

I-5-4(29) 198
5473

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 15, 1961

SUBJECT: Linn County Line-McKenzie River
Pacific Highway

To:

Mr. Leonard I. Lindas
Chief Counsel
BUILDING

The contractor has made claim against the State on this project in the amount of $164,925.79.

We have made considerable analysis of the claim and have determined to our satisfaction that offer of a settlement in the amount of $41,114.78 is indicated. The Bureau of Public Road's officials have been contacted and indicated their approval of our offer contingent on being supplied an opinion stating that the proposed method of arriving at the claim is legal.

Our file on the subject is enclosed. Please call on me for any further information you may need.

Tom Edwards
Construction Engineer

By

F. B. Klaboe
Field Construction Engineer

FBK:jk

Enclosure

cc: Forrest Cooper

RECEIVED

RECEIVED
- 1960
FOR FILING
1-54 (29) 144

5573

OREGON STATE HIGHWAY DEPARTMENT
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division

Section **Linn Co. Line-McKenzie River** Highway **Pacific**

County **Lane** MP______ to MP________ Contractor **R. Houck Sons**

Resident Engineer **H. E. Mayfield** Inspector________________

Date Completed **November, 1960** Date Reported **November 29, 1960**

Type and Thickness of Wearing Surface **PCC** A. C.____ Oil Mat__________ Seal.

(N) S, E, W from MP or Sta. **"Q" St.** **Northbound Lanes**							(N) S, E, W from MP or Sta. **"Q" St.** **Northbound Lanes**						
		OUTSIDE							**INSIDE**				
Mile	Wheel Count	Roughness		Test Run On			Mile	Wheel Count	Roughness		Test Run On		
		Total	Per Mile	**Mile**	**Total**	**Per Mi.**			Total	Per Mile	**Mile**	**Total**	**Per Mi.**
1	750	**106**	**106**	**7**	**690**	**84**	1	750	**84**	**84**	**7**	**624**	**89**
2	1500	**223**	**117**	**8**	**781**	**91**	2	1500	**180**	**96**	**8**	**712**	**88**
3	2250	**334**	**111**	**9**	**868**	**87**	3	2250	**273**	**93**	**9**	**804**	**92**
4	3000	**430**	**96**	**10**			4	3000	**361**	**88**	**10**		
5	3750	**520**	**90**				5	3750	**442**	**81**			
6	4500	**606**	**86**				6	4500	**535**	**93**			

Outside Average Roughness Per Mile **96.5"** **Inside** Average Roughness Per Mile **89"**

Remarks: **All structures omitted.**

To 75	- Good
75-100	- Fair
Over 100	- Poor

CC: Deputy Highway Engineer
Construction Engineer
Division Engineer
Resident Engineer
Laboratory
Bureau of Public Roads

Mel Jacobsen
Operator

RECEIVED
1960

FOR FILING
1-5-4 (19) 199

5573

OREGON STATE HIGHWAY DEPARTMENT
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division

Section **Linn Co. Line-McKenzie River** Highway **Pacific**

County **Lane** MP **98** to MP ______ Contractor **R. Houck Sons**

Resident Engineer **H. E. Mayfield** Inspector ______

Date Completed **November, 1960** Date Reported **November 29, 1960**

Type and Thickness of Wearing Surface **PCC** A. C. ___ Oil Mat ______ Seal.

N, (S) E, W from MP or ~~Sta.~~ 98 **Southbound Lanes**							N, (S,) E, W from MP or ~~Sta.~~ 98 **Southbound Lanes**						
		OUTSIDE							**INSIDE**				
Mile	Wheel Count	Roughness		Test Run On			Mile	Wheel Count	Roughness		Test Run On		
		Total	Per Mile	**Mile**	**Total**	**Per Mi.**			Total	Per Mile	**Mile**	**Total**	**Per Mi.**
1	750	**89**	**89**	**7**	**665**	**117**	1	750	**84**	**84**	**7**	**600**	**97**
2	1500	**176**	**87**	**8**	**767**	**102**	2	1500	**163**	**79**	**8**	**694**	**94**
3	2250	**270**	**94**	**9**	**871**	**104**	3	2250	**241**	**78**	**9**	**775**	**81**
4	3000	**360**	**90**				4	3000	**331**	**90**			
5	3750	**460**	**100**				5	3750	**414**	**83**			
6	4500	**548**	**88**				6	4500	**503**	**89**			
Outside Average Roughness Per Mile **97"**							**Inside** Average Roughness Per Mile **86"**						

Remarks: **All structures omitted.**

To 75 - Good
75-100 - Fair
Over 100 - Poor

CC: Deputy Highway Engineer
Construction Engineer
Division Engineer
Resident Engineer
Laboratory
Bureau of Public Roads

Mel Jacobsen
Operator

RECEIVED
JUL 1[illegible] 1960
FOR FILING

T 5-11(59)190

5573

Salem, Oregon
July 15, 1960

Mr. Tom Edwards
Construction Engineer
OFFICE

Linn County Line-
McKenzie River Section

I note Morgan's letter to Houck re the hauling controversy on his PCC job in Lane County.

Would it be in order to have the Bureau area engineer also approve the surfacing before the PCC is laid?

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams

FORM E[illegible].3 X 25M 5-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

Roseburg, Oregon
July 14, 1960

Roy L. Houck Sons' Corp.
1585 20th. St., N.E.
Salem, Oregon

Dear Sirs:

Reference is made to our conversation of yesterday, July 13, 1960, reguarding your practice of using base materials from the left hand south bound lane of the Linn County Line - McKensie River Section, to construct additional travel width so that your hauling vehicles can travel both directions on this lane between your batching plant and your paving operations. This practice tends to reduce the thickness of the base course and also tends to segregate the larger of the base materials into the area outside the shoulder width of the typical sections.

This letter is to make clear the State's desire and your agreement therein that the material to be replaced in the left hand southbound lane will conform to specifications and will be placed to proper grade and compaction.

Placing of any Portland Cement concrete pavement or asphaltic concrete pavement on this rebuilt and refinished area will not be permitted until said areas have been inspected and accepted as satisfactory for the said surfacing by the Resident Engineer on this project.

Very truly yours,

F D Morgan

Mr. F. D. Morgan
Division Engineer

cc: Tom Edwards ✓
H. E. Mayfield

NOTED
FORREST COOPER

RECEIVED
JUL 1[illegible] 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 30 1960
FOR FILING
I-5-4(29)198
5573

A

March 29, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Linn County Line-McKenzie River Section of the Pacific Highway in Lane County, Contract No. 5573, in connection with Federal Aid Project No. I-5-4(29)198.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:jb
Enc.

[illegible] 5573 2-10-60

RECEIVED
[illegible] 1960
FOR FILING

Monthly transaction No. 2039	For [illegible]2 (9-[illegible]7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
		County **Lane**
Progress report No. I 5 4(29) 18	**FEDERAL-AID PROJECT AGREEMENT**	Project No. **I-5-4(29)198**

5573

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Linn Co. Line to McKenzie River

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	**7-2-59**	**6.1**
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ **1,192,342**	$ **1,096,000**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By [illegible]
~~Deputy~~ **State Highway Engineer**
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ **C. G. Polk**
Division Engineer

By: RCWright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **February 10, 1960**

USComm-DC 40257

February 5, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Linn County Line-McKenzie River Section, Project No. I-5-4(29)198.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:mm

January 11, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending four copies of estimate as a basis for project agreement for the Linn County Line-McKenzie River Section, Project No. I-5-4(29)198.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

DAR:em

Oregon State Highway Department

Federal Aid
Project No. I-5-4(29)198

LINN COUNTY LINE-McKENZIE RIVER SECTION OF
THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 5, 1960

Type Code 7221
Roadway (Sta. 13+38.17 to Sta. 335+70)(Contract No. 5573)

General Excavation, Unclassified	400	cu. yds.	$0.50	$ 200.00
Tractor and Dozer	60	hours	15.00	900.00
Furnishing and Placing Topsoil	6,000	cu. yds.	0.50	3,000.00
1½-inch Electrical Conduit	600	lin. ft.	2.50	1,500.00
Type 2 Fence	210	rods	8.00	1,680.00
Metal Guard Rail	11,600	lin. ft.	2.40	27,840.00
Guide Posts, Type W-1	340	only	6.50	2,210.00
Guide Posts, Type Y-2	80	only	7.50	600.00
Guide Posts, Type Y-3	2	only	8.50	17.00
Coarse Crushed Material in Base	238,000	tons	0.85	202,300.00
3/4" - 0 Material in Base	16,000	tons	0.85	13,600.00
Sprinkling	4,900	M-gal.	2.00	9,800.00
Preparation of Base	All	Required		3,000.00
3/4" - 0 Material in Binder Course	250	cu. yds.	3.00	750.00
Furnishing and Placing Aggregates	780	cu. yds.	3.00	2,340.00
RC-3 Asphalt	40	tons	40.00	1,600.00
120-150 Asphalt	60	tons	38.00	2,280.00
RS-1 Asphalt	20	tons	40.00	800.00
Asphaltic Concrete Mixture	13,000	tons	3.10	40,300.00
Asphalt in Mixture	780	tons	30.50	23,790.00
Asphaltic Concrete Traffic Markers	260	lin. ft.	1.00	260.00
8-inch Portland Cement Concrete Pavement	175,000	sq. yds.	3.30	577,500.00
3/4-inch Expansion Joints	150	lin. ft.	0.50	75.00
Contraction Joints	27,000	lin. ft.	0.10	2,700.00
Dowel Bars	27,000	only	0.50	13,500.00
Tie Bars and Bar Reinforcement	90,000	lbs.	0.12	10,800.00
Wire Fabric Reinforcement	174,500	sq. yds.	0.70	122,150.00
3/8" - 0 Material in Cushion Course	6,300	tons	1.25	7,875.00
Furnish 8" BP 36# Steel Piling	203	lin. ft.	4.00	812.00
Drive Steel Piles	13	only	85.00	1,105.00
Metal Sign Posts	All	Required		750.00
Wood Sign Posts	All	Required		500.00
Type "A" Signs in Place	687.5	sq. ft.	8.00	4,700.00
Type "C" and "D" Signs in Place	394	sq. ft.	4.50	1,773.00
Type "E", "F" and "G" Signs in Place	80.2	sq. ft.	5.50	441.10
				$1,083,448.10
Flagging (57½% of Contractor's Cost)	All	Required		500.00

Subtotal	$1,083,948.10
10% Engr. & Cont.	108,393.90
Total	$1,192,342.00

Length of Roadway	6.072 Miles
Length of 6 Structures	0.033 Mile
Total Length	6.105 Miles
Cost of Roadway Per Mile	$196,367.25

Federal Funds	$1,096,000.00
State Funds	96,342.00
	$1,192,342.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-5-4(29)198

LINN COUNTY LINE-McKENZIE RIVER SECTION OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 1, 1959

Type Code 7201
Roadway (Sta. 13+38.17 to Sta. 335+70)

General Excavation, Unclassified	400 cu. yds.	$0.50	$ 200.00
Tractor and Dozer	60 hours	15.00	900.00
Furnishing and Placing Topsoil	6,000 cu. yds.	1.50	9,000.00
1½-inch Electrical Conduit	600 lin. ft.	1.75	1,050.00
Type 2 Fence	210 rods	6.00	1,260.00
Metal Guard Rail	14,500 lin. ft.	2.75	39,875.00
Guide Posts, Type W-1	340 only	5.00	1,700.00
Guide Posts, Type Y-2	80 only	5.50	440.00
Guide Posts, Type Y-3	2 only	6.50	13.00
Coarse Crushed Material in Base	240,000 tons	1.25	300,000.00
3/4" - 0 Material in Base	16,000 tons	1.35	21,600.00
Sprinkling	4,950 M-gal.	3.00	14,850.00
Preparation of Base	All Required		8,000.00
3/4" - 0 Material in Binder Course	250 cu. yds.	3.00	750.00
Furnishing and Placing Aggregates	780 cu. yds.	3.00	2,340.00
RC-3 Asphalt	40 tons	40.00	1,600.00
120-150 Asphalt	60 tons	38.00	2,280.00
RS-1 Asphalt	20 tons	40.00	800.00
Asphaltic Concrete Mixture	13,000 tons	3.25	42,250.00
85-100 Asphalt in Mixture	780 tons	36.00	28,080.00
Asphaltic Concrete Traffic Markers	260 lin. ft.	1.00	260.00
9-inch Portland Cement Concrete Pavement	183,000 sq. yds.	3.95	722,850.00
3/4-inch Expansion Joints	150 lin. ft.	0.50	75.00
Sawed Type Contraction Joints	39,000 lin. ft.	0.75	29,250.00
Filler Type Contraction Joints	13,000 lin. ft.	0.18	2,340.00
Dowel Bars	330 only	0.75	247.50
Tie Bars and Bar Reinforcement	55,000 lbs.	0.14	7,700.00
3/8" - 0 Material in Cushion Course	7,000 cu. yds.	2.00	14,000.00
			$1,253,710.50
Flagging (57½% of Contractor's Cost)	All Required		500.00
	Subtotal		$1,254,210.50
	10% Engr. & Cont.		125,421.05
	Total		$1,379,631.55

Length of Roadway - - - - - - - - 6.072 Miles
Length of 6 Structures- - - - - - 0.033 Mile
Total Length- - - - - - - - - - - 6.105 Miles
Cost of Roadway Per Mile- - - - $227,212.03

Federal Funds -	$1,274,000.00
State Funds -	105,631.55
	$1,379,631.55

Summary of Work Retained in Program Status
Work: Install Traffic Signs
Federal Funds: $30,000.00

Oregon State Highway Department

Federal Aid
Project No. I-5-4(29)198

LANE COUNTY LINE-McKENZIE RIVER SECTION OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon September 1, 1959

Type Code 7221
Roadway (Sta. 13+38.17 to Sta. 335+70)

General Excavation, Unclassified	400	cu. yds.	$ .50	$ 200.00
Tractor and Dozer	60	hours	15.00	900.00
Furnishing and Placing Topsoil	6,000	cu. yds.	1.50	9,000.00
1½-inch Electrical Conduit	600	lin. ft.	1.75	1,050.00
Type 2 Fence	210	rods	6.00	1,260.00
Metal Guard Rail	11,600	lin. ft.	2.75	31,900.00
Guide Posts, Type W-1	340	only	5.00	1,700.00
Guide Posts, Type Y-2	80	only	5.50	440.00
Guide Posts, Type Y-3	2	only	6.50	13.00
Coarse Crushed Material in Base	238,000	tons	1.25	297,500.00
3/4" - 0 Material in Base	16,000	tons	1.35	21,600.00
Sprinkling	4,900	M-gals.	3.00	14,700.00
Preparation of Base	All	Required		8,000.00
3/4" - 0 Material in Binder Course	250	cu. yds.	3.00	750.00
Furnishing and Placing Aggregates	780	cu. yds.	3.00	2,340.00
RC-3 Asphalt	40	tons	40.00	1,600.00
120-150 Asphalt	60	tons	38.00	2,280.00
RS-1 Asphalt	20	tons	40.00	800.00
Asphaltic Concrete Mixture	13,000	tons	3.25	42,250.00
85-100 Asphalt in Mixture	780	tons	36.00	28,080.00
Asphaltic Concrete Traffic Markers	260	lin. ft.	1.00	260.00
8-inch Portland Cement Concrete Pavement	175,000	sq. yds.	3.65	638,750.00
3/4" Expansion Joints	150	lin. ft.	.50	75.00
Contraction Joints	27,000	lin. ft.	.18	4,860.00
Dowel Bars	27,000	only	.75	20,250.00
Tie Bars and Bar Reinforcement	90,000	lbs.	.14	12,600.00
Wire Fabric Reinforcement	174,500	sq. yds.	.70	122,150.00
3/8" - 0 Material in Cushion Course	6,300	tons	2.00	12,600.00
				$1,277,908.00
Flagging (57½% of Contractor's Cost)	All	Required		500.00
		Subtotal		$1,278,408.00
		10% Engr. & Cont.		127,840.80
		Total		$1,406,248.80

Length of Roadway	6.072 miles
Length of 6 Structures	0.033 Mile
Total Length	6.105 Miles
Cost of Roadway per Mile	$231,595.65

Federal Funds -	$1,293,000.00
State Funds -	113,248.80
	$1,406,248.80

Summary of Work Retained in Program Status

Work: Install Traffic Signs
Federal Funds: $30,000.00

Oregon State Highway Department

Federal Aid
Project No. I-5-4(29)198

LINN COUNTY LINE-McKENZIE RIVER SECTION OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 26, 1959

Type Code 7221
Roadway (Sta. 13+38.17 to Sta. 335+70)

General Excavation, Unclassified	400	cu.yds.	$ .50	$ 200.00
Tractor and Dozer	60	hours	15.00	900.00
Furnishing and Placing Topsoil	6,000	cu.yds.	1.50	9,000.00
1½-inch Electrical Conduit	600	lin.ft.	1.75	1,050.00
Type 2 Fence	210	rods	6.00	1,260.00
Metal Guard Rail	14,500	lin.ft.	2.75	39,875.00
Guide Posts, Type W-1	340	only	5.00	1,700.00
Guide Posts, Type Y-2	80	only	5.50	440.00
Guide Posts, Type Y-3	2	only	6.50	13.00
Coarse Crushed Material in Base	238,000	tons	1.25	297.500.00
3/4" - 0 Material in Base	16,000	tons	1.35	21,600.00
Sprinkling	4,900	M-gal.	3.00	14,700.00
Preparation of Base	All	Required		8,000.00
3/4" - 0 Material in Binder Course	250	cu.yds.	3.00	750.00
Furnishing and Placing Aggregates	780	cu.yds.	3.00	2,340.00
RC-3 Asphalt	40	tons	40.00	1,600.00
120-150 Asphalt	60	tons	38.00	2,280.00
RS-1 Asphalt	20	tons	40.00	800.00
Asphaltic Concrete Mixture	13,000	tons	3.25	42,250.00
85-100 Asphalt in Mixture	780	tons	36.00	28,080.00
Asphaltic Concrete Traffic Markers	260	lin.ft.	1.00	260.00
8-inch Portland Cement Concrete Pavement	175,000	sq.yds.	3.65	638,750.00
3/4" Expansion Joints	150	lin.ft.	.50	75.00
Contraction Joints	13,800	lin.ft.	.18	2,484.00
Dowel Bars	14,000	only	.75	10,500.00
Tie Bars and Bar Reinforcement	55,000	lbs.	.14	7,700.00
Wire Fabric Reinforcement	174,500	sq.yds.	.70	122,150.00
3/8" - 0 Mat'l in Cushion Course	6,300	cu.yds. tons	2.00	12,600.00
				$1,268,857.00
Flagging (57½% of Contractor's Cost)	All	Required		500.00
		Subtotal		$1,269,357.00
		10% Engr. & Cont.		126,935.70
		Total		$1,396,292.70

Length of Roadway. . . . . 6.072 mi.
Length of 6 Structures . . . . 0.033 mi.
Total Length . . . . 6.105 mi.
Cost of Roadway per mile $229,955.97

Federal Funds	$1,289,000.00
State Funds.	107,292.70
	$1,396,292.70

Summary of Work Retained in Program Status

Work: Install Traffic Signs
Federal Funds: $30,000.00

Oregon State Highway Department

Federal Aid
Project No. I-5-4(29)198

LINN COUNTY LINE-McKENZIE RIVER SECTION

OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 27, 1959

Type Code 7221
Roadway (Sta. 13+38.17 to Sta. 335+70)

General Excavation, Unclassified	400	cu. yds.	$0.50	$ 200.00
Tractor and Dozer	60	hours	15.00	900.00
Furnishing and Placing Topsoil	6,000	cu. yds.	1.50	9,000.00
1½-inch Electrical Conduit	600	lin. ft.	1.75	1,050.00
Type 2 Fence	210	rods	6.00	1,260.00
Metal Guard Rail	11,600	lin. ft.	2.75	31,900.00
Guide Posts, Type W-1	340	only	5.00	1,700.00
Guide Posts, Type Y-2	80	only	5.50	440.00
Guide Posts, Type Y-3	2	only	6.50	13.00
Coarse Crushed Material in Base	238,000	tons	1.25	297,500.00
3/4" - 0 Material in Base	16,000	tons	1.35	21,600.00
Sprinkling	4,900	M-gal.	3.00	14,700.00
Preparation of Base	All	Required		8,000.00
3/4" - 0 Material in Binder Course	250	cu. yds.	3.00	750.00
Furnishing and Placing Aggregates	780	cu. yds.	3.00	2,340.00
RC-3 Asphalt	40	tons	40.00	1,600.00
120-150 Asphalt	60	tons	38.00	2,280.00
RS-1 Asphalt	20	tons	40.00	800.00
Asphaltic Concrete Mixture	13,000	tons	3.25	42,250.00
Asphalt in Mixture	780	tons	36.00	28,080.00
Asphaltic Concrete Traffic Markers	260	lin. ft.	1.00	260.00
8-inch Portland Cement Concrete Pavement	175,000	sq. yds.	3.50	612,500.00
3/4-inch Expansion Joints	150	lin. ft.	0.50	75.00
Contraction Joints	27,000	lin. ft.	0.12	3,240.00
Dowel Bars	27,000	only	0.75	20,250.00
Tie Bars and Bar Reinforcement	90,000	lbs.	0.14	12,600.00
Wire Fabric Reinforcement	174,500	sq. yds.	0.75	130,875.00
3/8" - 0 Material in Cushion Course	6,300	tons	2.00	12,600.00
				$1,258,763.00
Flagging (57½% of Contractor's Cost)	All	Required		500.00
	Subtotal			$1,259,263.00
	10% Engr. & Cont.			125,926.30
		Total		$1,385,189.30

Length of Roadway - - - - - - 6.072 Miles
Length of 6 Structures- - - - 0.033 Mile
Total Length- - - - - - - - - 6.105 Miles
Cost of Roadway Per Mile- - - $228,127.35

Federal Funds - $1,278,000.00
State Funds - 107,189.30
$1,385,189.30

Summary of Work Retained in Program Status

Work:	Install Traffic Signs
Federal Funds:	$30,000.00

Oregon State Highway Department

Federal Aid
Project No. I-5-4(29)198

LINN COUNTY LINE-McKENZIE RIVER SECTION OF

THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 10, 1959

Type Code 7221
Roadway (Sta. 13+38.17 to Sta. 335+70)

General Excavation, Unclassified	400	cu. yds.	$ 0.50	$ 200.00
Tractor and Dozer	60	hours	15.00	900.00
Furnishing and Placing Topsoil	6,000	cu. yds.	1.50	9,000.00
1½-inch Electrical Conduit	600	lin. ft.	1.75	1,050.00
Type 2 Fence	210	rods	6.00	1,260.00
Metal Guard Rail	11,600	lin. ft.	2.75	31,900.00
Guide Posts, Type W-1	340	only	5.00	1,700.00
Guide Posts, Type Y-2	80	only	5.50	440.00
Guide Posts, Type Y-3	2	only	6.50	13.00
Coarse Crushed Material in Base	238,000	tons	1.25	297,500.00
3/4" - 0 Material in Base	16,000	tons	1.35	21,600.00
Sprinkling	4,900	M-gal.	3.00	14,700.00
Preparation of Base	All	Required		8,000.00
3/4" - 0 Material in Binder Course	250	cu. yds.	3.00	750.00
Furnishing and Placing Aggregates	780	cu. yds.	3.00	2,340.00
MC-3 Asphalt	40	tons	40.00	1,600.00
120-150 Asphalt	60	tons	38.00	2,280.00
RS-1 Asphalt	20	tons	40.00	800.00
Asphaltic Concrete Mixture	13,000	tons	3.25	42,250.00
Asphalt in Mixture	780	tons	36.00	28,080.00
Asphaltic Concrete Traffic Markers	260	lin. ft.	1.00	260.00
8-inch Portland Cement Concrete Pavement	175,000	sq. yds.	3.50	612,500.00
3/4" Expansion Joints	150	lin. ft.	0.50	75.00
Contraction Joints	27,000	lin. ft.	0.12	3,240.00
Dowel Bars	27,000	only	0.75	20,250.00
Tie Bars and Bar Reinforcement	90,000	lbs.	0.14	12,600.00
Wire Fabric Reinforcement	174,500	sq. yds.	0.75	130,875.00
3/8"-0 Material in Cushion Course	6,300	tons	2.00	12,600.00
Furnish 8" BP 36# Steel Piling	203	lin. ft.	7.00	1,421.00
Drive Steel Piles	13	only	85.00	1,105.00
Metal Sign Posts	All	Required		635.00
Wood Sign Posts	All	Required		1,550.00
Type "A" Signs in Place	587.5	sq. ft.	9.00	5,287.50
Type "C" and "D" Signs in Place	97	sq. ft.	5.50	533.50
Type "E" "F" and "G" Signs in Place	80.2	sq. ft.	6.00	481.20
				$1,269,776.20
Flagging (57½% of Contractor's Cost)	All	Required		500.00
	Subtotal			$1,270,276.20
	10% Engr. & Cont.			127,027.62
		Total		$1,397,303.82

Length of Roadway	6.072 Miles
Length of 6 Structures	0.033 Mile
Total Length	6.105 Miles
Cost of Roadway Per Mile	$230,122.49

Federal Funds	$1,285,000.00
State Funds	112,303.82
	$1,397,303.82

Oregon State Highway Department

Federal Aid
Project No. I-5-4(29)198

LINN COUNTY LINE-McKENZIE RIVER SECTION OF

THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 1, 1959

Type Code 7221
Roadway (Sta. 13+38.17 to Sta. 335+70)

General Excavation, Unclassified	400	cu.yds.	$ .50	$ 200.00
Tractor and Dozer	60	hours	15.00	900.00
Furnishing and Placing Topsoil	6,000	cu.yds.	1.50	9,000.00
1-1/2 Inch Electrical Conduit	600	lin.ft.	1.75	1,050.00
Type 2 Fence	210	rods	6.00	1,260.00
Metal Guard Rail	11,600	lin.ft.	2.75	31,900.00
Guide Posts, Type W-1	340	only	5.00	1,700.00
Guide Posts, Type Y-2	80	only	5.50	440.00
Guide Posts, Type Y-3	2	only	6.50	13.00
Coarse Crushed Material in Base	238,000	tons	1.25	297,500.00
3/4" - 0 Material in Base	16,000	tons	1.35	21,600.00
Sprinkling	4,900	M-gal.	3.00	14,700.00
Preparation of Base	All	Required		8,000.00
3/4" - 0 Material in Binder Course	250	cu.yds.	3.00	750.00
Furnishing and Placing Aggregates	780	cu.yds.	3.00	2,340.00
RC-3 Asphalt	40	tons	40.00	1,600.00
120-150 Asphalt	60	tons	38.00	2,280.00
RS-1 Asphalt	20	tons	40.00	800.00
Asphaltic Concrete Mixture	13,000	tons	3.25	42,250.00
Asphalt in Mixture	780	tons	36.00	28,080.00
Asphaltic Concrete Traffic Markers	260	lin.ft.	1.00	260.00
8-inch Portland Cement Concrete Pavement	175,000	sq.yds.	3.50	612,500.00
3/4" Expansion Joints	150	lin.ft.	.50	75.00
Contraction Joints	27,000	lin.ft.	.12	3,240.00
Dowel Bars	27,000	only	.75	20,250.00
Tie Bars and Bar Reinforcement	90,000	lbs.	.14	12,600.00
Wire Fabric Reinforcement	174,500	sq.yds.	.75	130,875.00
3/8" - 0 Material in Cushion Course	6,300	tons	2.00	12,600.00
Furnish 8" BP 36# Steel Piling	203	lin.ft.	7.00	1,421.00
Drive Steel Piles	13	only	85.00	1,105.00
Metal Sign Posts	All	Required		635.00
Wood Sign Posts	All	Required		1,550.00
Type "A" Signs in Place	587.5	sq.ft.	9.00	5,287.50
Type "C" and "D" Signs in Place	394	sq.ft.	5.50	2,167.00
Type "E", "F" and "G" Signs in Place	80.2	sq.ft.	6.00	481.20
				$1,271,409.70
Flagging (57½% of Contractor's Cost)	All	Required		500.00
				$1,271,909.70

Subtotal	$1,271,909.70
10% Engr. & Cont.	127,190.30
Total	$1,399,100.00

Length of Roadway	6.072 miles
Length of 6 Structures.	0.033 mile
Total Length	6.105 miles
Cost of Roadway per mile.	$230,401.84

Federal Funds	$1,286,000.00
State Funds	113,100.00
	$1,399,100.00

A

RECEIVED
N 13 1960
FOR FILING
4(29)198
5573

FORM 2-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 12, 1960

Roy L. Houck Sons' Corporation
1585 20th Street NE
Salem
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5573, awarded December 16, 1959, for paving-signing the Linn County Line-McKenzie River Section of Pacific Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

A

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DEC 30 1959
FOR FILING
I-5-4(29)198

5573

December 29, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on December 15, 1959, on Contract No. 5573, Linn County Line-McKenzie River Section, in Lane County, in connection with Federal Aid Project No. I-5-4(29)198.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sm

A

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DEC 17 1959
FOR FILING

I-5-4(29)

5573

December 16, 1959

Roy L. Houck Sons' Corporation
1585 20th Street, N.E.
Salem, Oregon

Gentlemen:

The State Highway Commission on December 16, 1959 awarded to you State Highway Contract No. 5573 for stone base, paving and signing on the Linn County Line-McKenzie River Section of the Pacific Highway in Lane County.

This award was based on your bid of $1,083,448.10, which was the low bid submitted to the Commission on December 8, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms
cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Merchant

RECEIVED
1959
FOR FILING
I-5-4(29)198
5573

When replying, refer to
08-35.4-0

408 State Highway Building
Salem, Oregon

December 16, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5573 for Oregon Project I-5-4(29)198, Linn County Line-McKenzie River Section of the Pacific Highway to Roy L. Houck, Sons Corporation of Salem, Oregon, low bidder in the amount of $1,083,448.10 at the December 8, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

Porter

NOTED

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FORM E-30X
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FOR FILING
5 [illegible]
5573

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
December 8, 1959

SUBJECT Linn County Line-McKenzie River Paving and Signing

To:
Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

Mr. Houck, the apparent low bidder on the subject named section of highway, called this office today with regard to payment for certain materials on hand, to wit, Portland Cement and reinforcing mat.

Advance payments for reinforcing mesh shall be made upon their arrival on or near the job and upon approval of the resident engineer of the storage site and conditions.

Advance payments on cement will be made at the factory silos upon certification from the cement supplier designating the particular silos the cement is to be held in and giving assurance that the cement so stored will be used solely upon the subject named project. Quantity of the cement in the silos can be confirmed by inquiry of the State Highway Plant Inspector assigned to this work.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:fp
cc: Mr. Roy L. Houck Sr.
1585 20th Street NE
Salem, Oregon

Forrest Cooper
G. S. Paxson
G. W. Harra
H. E. Mayfield

WCW

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FOR FILING

I-5-4(29)198

5573

R

When replying, refer to
08-35.4

408 State Highway Bldg.
Salem, Oregon

November 20, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-5-4(29)198, Linn County Line-McKenzie River Section of the Pacific Highway.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
Division Engineer

orig
Porter

RECEIVED
AUG 4 - 1959
FOR FILING

I 5-4(29)198

5573

August 3, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Replying to your letter of July 22, 1959, relative to guardrail locations for Project I-5-4(29)198, Linn County Line-McKenzie River (Paving), I wish to inform you that the guardrail will be revised on this project.

It is not our intention to place guardrail on slopes flatter than 4:1, unless necessary due to some extremely hazardous condition. The fact that guardrail was placed on flatter slopes on this project was in error.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. F. D. Morgan

DJB:law fn

IDAHO
MONTANA
OREGON
WASHINGTON
RECEIVED

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to
08-35.4-0

408 State Highway Bldg.
Salem, Oregon

July 22, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

There has been an apparent tendency recently toward the excessive use of guardrail on some projects. We agree that rail should be installed where fills are above the prescribed minimum heights for the slopes used or where other dangerous conditions exist. However, there is evidence that guardrail has been specified in some instances where fill slopes are flat and no particular hazard exists.

As an example, we note from the plans for Project I-5-4(29)198, Linn County Line-McKenzie River (Paving), that a large amount of guardrail is shown for the Coburg Interchange. In connection with the grading project the interchange area was resloped for landscaping. This resulted in easier fill slopes, some being as flat as 10:1.

In the absence of any very sharp curvature or other dangerous conditions, we believe the guardrail should be omitted on sections of the interchange where slopes are 4:1 or flatter. This is in accordance with recommended practice as stated on page 208 of the A.A.S.H.O. Policy on Geometric Design of Rural Highways.

Very truly yours,

CGPolk
C. G. Polk
Division Engineer

File

CONSTRUCTION DIVISION
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JUL 23 1959
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STATE HIGHWAY ENGINEER

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I 5 4 (29)198

5573

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
08-35.4

408 State Highway Building
Salem, Oregon

July 2, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-5-4(29)198, Linn County Line-McKenzie River Section (Paving) of the Pacific Highway in Lane County.

This is to authorize your advertising for bids.

Very truly yours,

CG Polk
C. G. Polk
Division Engineer

NOTED
FORREST COOPER

[illegible]D
[illegible] 3 1959
OFFICE OF
STATE HIGHWAY ENGINEER

IDAHO–MONTANA
OREGON
WASHINGTON
RECEIVED
JUN 15 1959
FOR FILING

PLEASE RETURN TO
FORREST COOPER

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

408 State Highway Bldg.
Salem, Oregon

When replying, refer to
08-35.4

I 5-4(29)198
5573

June 8, 1959

1511

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have received advance plans and estimates for Project I-5-4(29)198, paving, Lane County Line-McKenzie River Section, Pacific Freeway.

We note that you have revised your design for Portland Cement Concrete pavement to provide a 9" unreinforced slab without provision for load transfer at transverse contraction joints which are spaced 15' apart.

This appears to be a rather marked change in design and thinking and we would like to receive information furnishing justification with regard to experience, estimated cost, and any other pertinent data which might be available.

Very truly yours,

CG Polk

C. G. Polk
Division Engineer

Settled at a conference

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59
FORM E-30X—30M—2-59—19190
FOR FILING

I-5-4(29)198

557-

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

April 21, 1959

SUBJECT: Linn County Line-McKenzie River
Pacific Highway

To: Mr. G. L. Decker
Staff Assistant
SHOPS

I return to you herewith your base design for the subject named section.

We have an instruction from Mr. Cooper to use Portland Cement Concrete 9 inches thick with no reinforcement and in 40 foot panels for this section of highway.

Will you please revise your design accordingly.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:fp

Enc.

cc: Forrest Cooper
V. G. O'Neil
Frank Hall
F. D. Morgan

NOTED
FORREST COOPER

RECEIVED
APR 21 1959
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING
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[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 9, 1959

SUBJECT: Linn County Line-McKenzie River Section
Pacific Highway

To: Mr. P. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

A reevaluation has been made for the surfacing requirements on the subject named job from Station 13+38.17 to Station 275+50. Indications are that the surfacing throughout this section must be beefed up. Total depth of surfacing and subgrade reinforcement, as originally planned, was 32 inches. The surfacing depth, as revised, is 37 inches. Due to the low grade line and wet conditions prevailing through this section, it is thought that the finished grade should be raised 5 inches throughout this section with appropriate transitions on each end.

In order to accomplish this, we will leave the subgrade elevations as they are shown on the grading plans and put the additional 5 inches on top. This will involve the use of 3.6:1 slopes on the shoulders.

I am, by copy of this letter, requesting Mr. Decker to modify his surfacing design accordingly and alerting Mr. Merchant to possible changes involving structures throughout this section.

Attached hereto is a typical section showing the relationship of the original and revised surfacing depth.

Young! this has been changed
Cooper

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

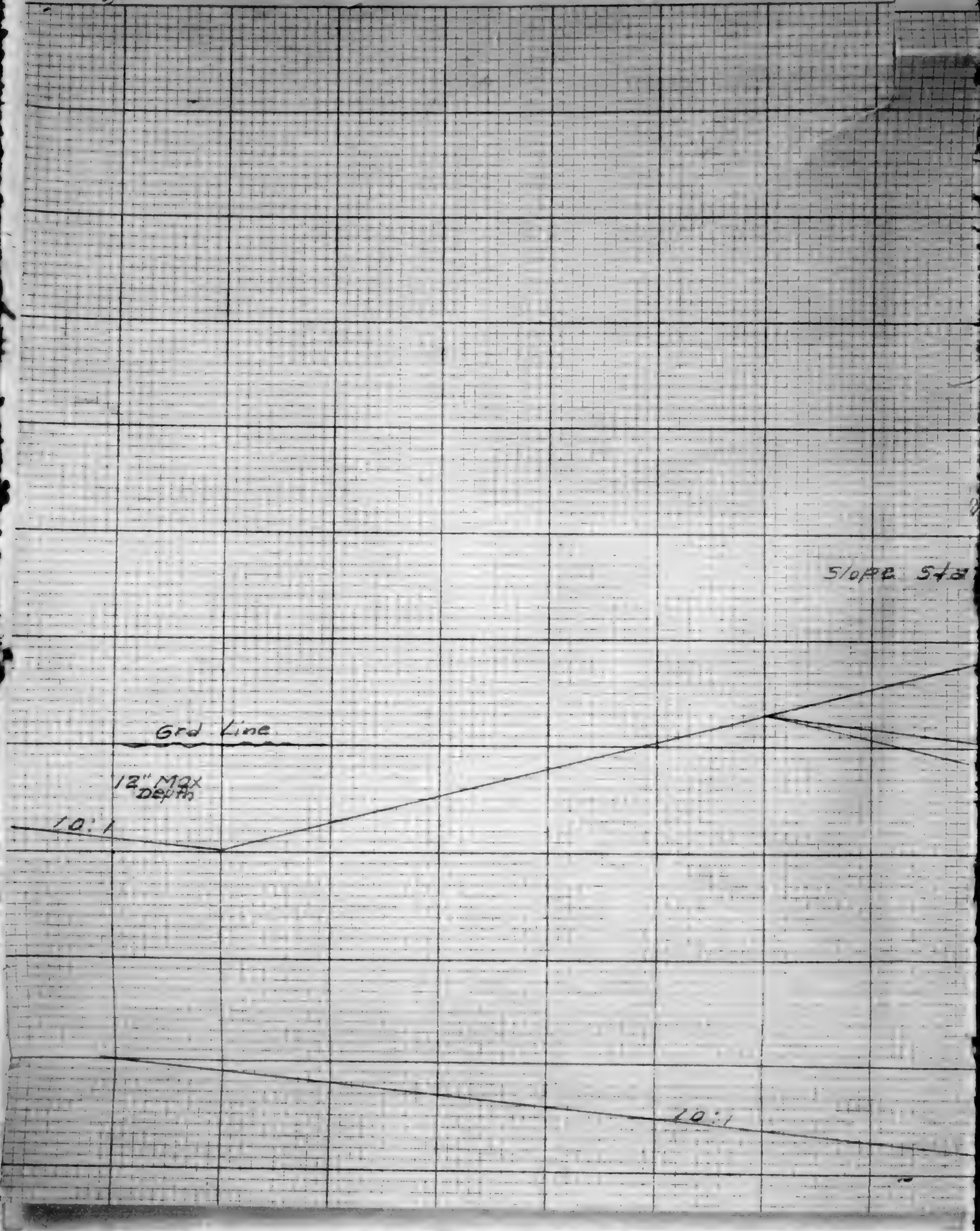
RECEIVED
APR 23 1959
OFFICE OF
STATE HIGHWAY ENGINEER

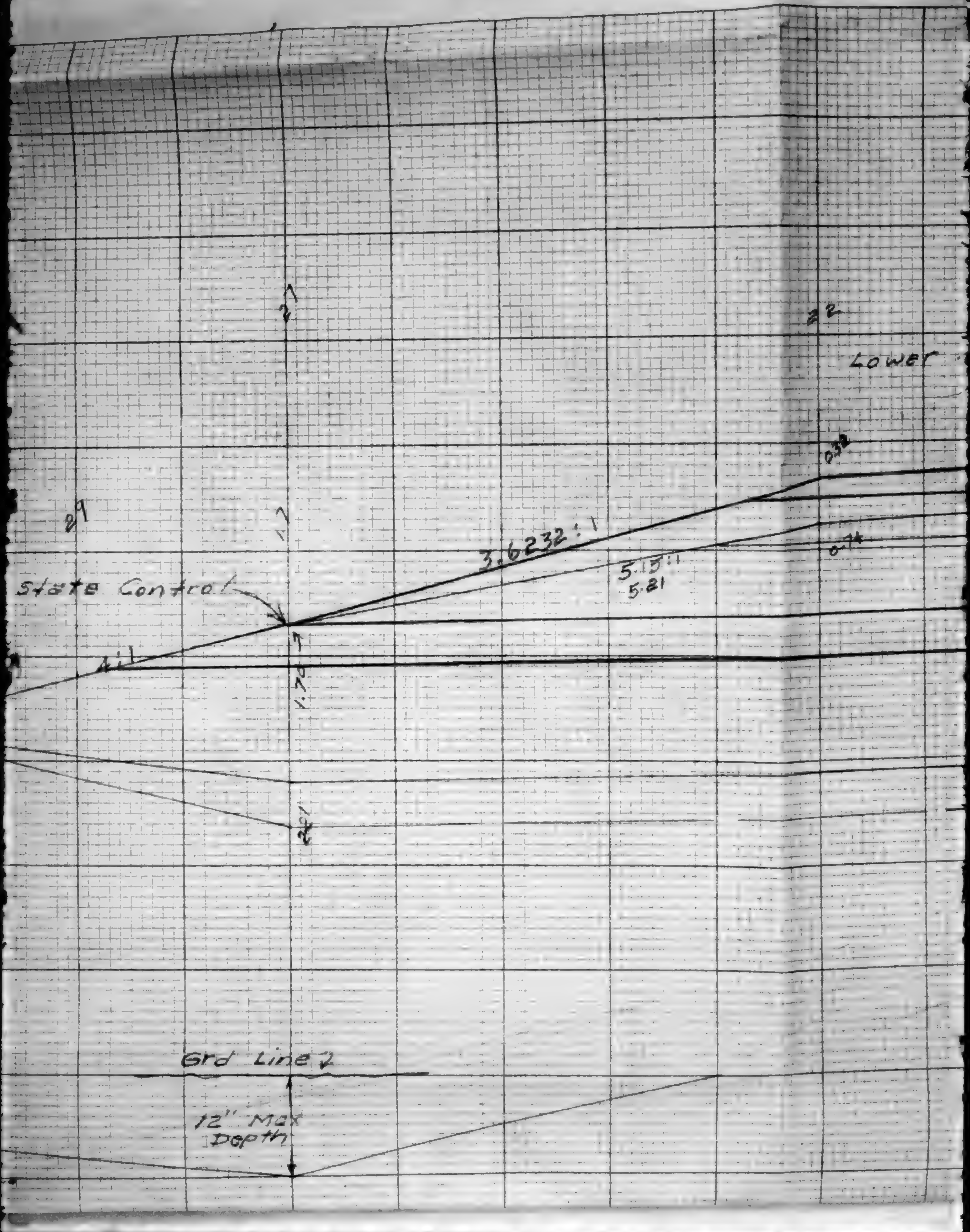
LHY:fp

Enc.

cc: Forrest Cooper
Ivan D. Merchant
V. G. O'Neil
Frank Hall
G. L. Decker

[illegible]


Slope Sta
Grd Line
12" Max Depth
10:1
10:1

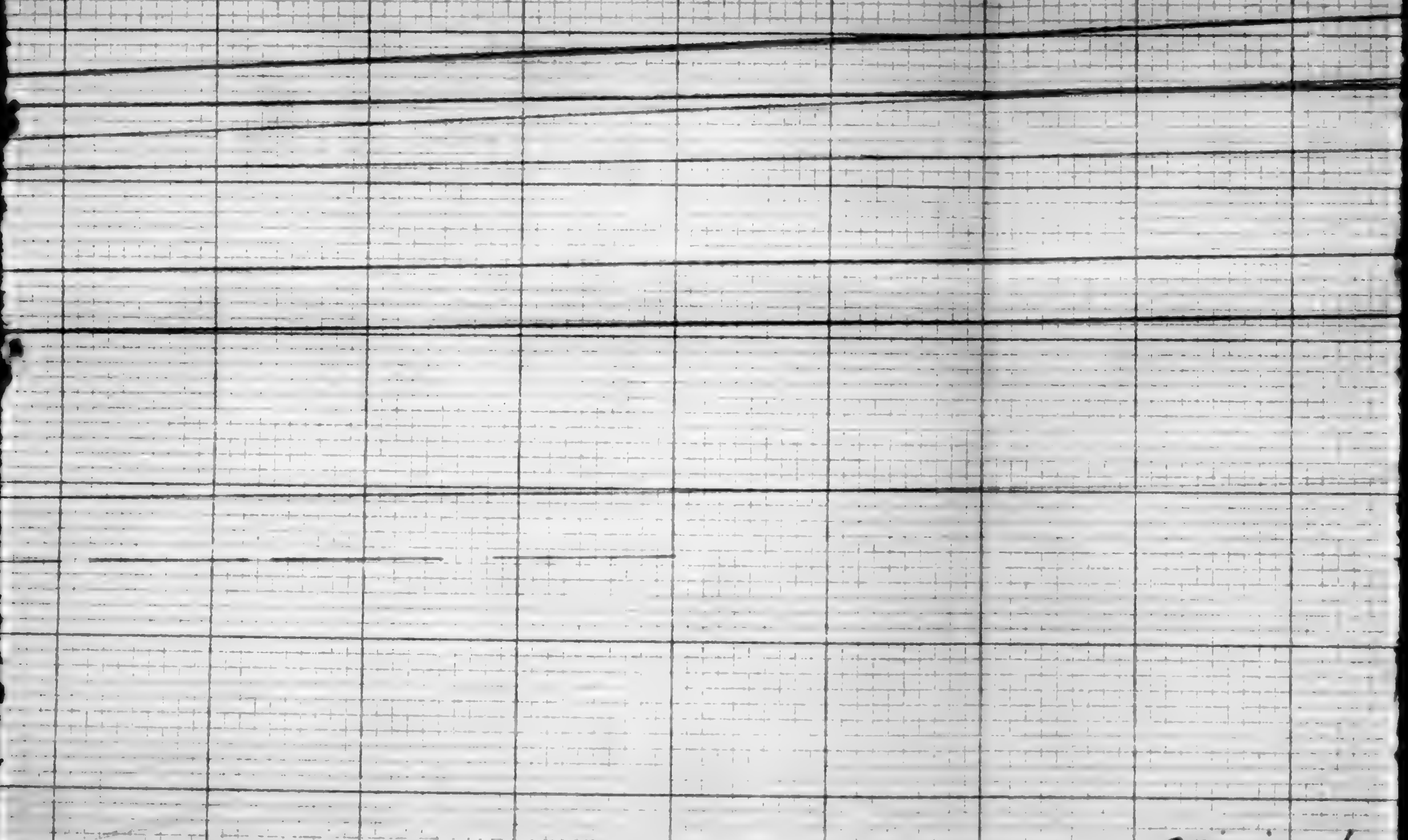

2'
22
Lower
0.32
29
2'
3.6232:1
5.15:1
5.21
0.14
State Control
4:1
1.70
2.01
Grd Line 2
12" Max Depth

LINN CO LINE - MCKENZIE RIV
PACIFIC HIGHWAY
Sta 13+38.17 to Sta 275
Borrow section

Black = original section
Red = Raise of 5''

℄

wer .13 to hold 4:1



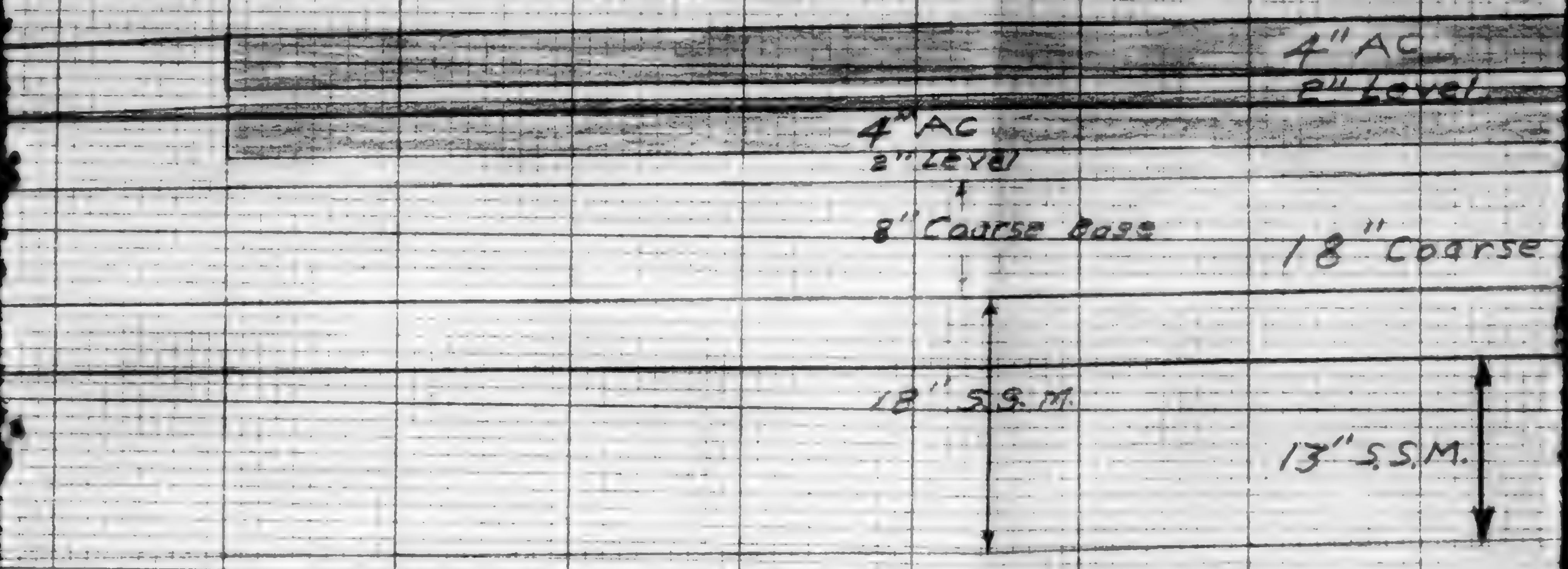
original
4'' AC
2'' Level
8'' Coarse
18'' Selec
32''

IE RIVER

to 275+50

tion

10

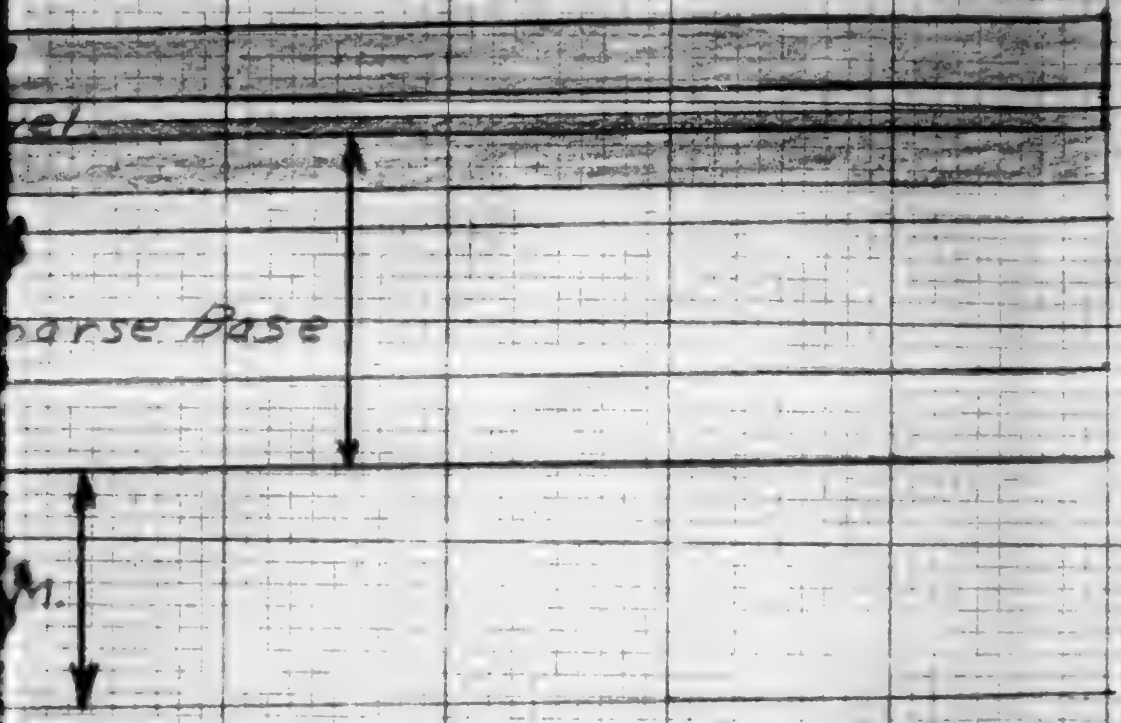

4" AC
2" Level
4" AC
2" Level
8" Coarse Base
18" Coarse
18" S.S.M.
13" S.S.M.

inal
" AC
' Level
Coarse Crushed
Select

Desired Section

4" AC
2" Level
18" Coarse Crushed
13" Sel. Sub.

Total 37"


rel.
oarse Base
M.

APPROVED

DEPUTY STATE HIGHWAY ENGINEER

Date 4/9/29

I-80N-2(13)28 Mult. Falls-Dodson 1959
Sec. of Col. R. Hwy.
#5574 (stone base, pav. & signing)

RECEIVED
FEB 5 - 1965
FOR FILING

Austin, Texas
February [illegible], 1965

Mr. [illegible]
Maintenance Engineer

I attach [illegible]'s January 22 report of porcelain enamel sign failures. I have instructed Oscar White at the lab to make the following studies:

1. To determine by use of the spectrophotometer, by means of a series of tests on signs which we know to be satisfactory, what the normal color reading should be.

2. To establish by a further test or tests what the minimum reading should be at the end of the 10-year period. This would be primarily based on readings on material which we consider to be unfit for further use.

3. To determine by tests the readings on the signs which [illegible] reports as unsatisfactory.

4. To determine where they fall in the sliding scale established under Points 1 and 2 above.

5. To give me the data which will then be turned over to the Legal Division for such action as is necessary.

6. A separate category of failure will include the sandwich boards which are separating. They can be [illegible] out as a separate unit of work. You will establish and submit for my approval a basis for determining failure of a sandwich board. This will require wrestling with the problem of whether or not a board which has separated fails to deliver the sign message which it was designed to impart.

Attachment

[illegible]

[illegible]
Assistant State Highway Engineer

cc: [illegible]
[illegible]
[illegible] (Enc.)
[illegible] (Enc.)
[illegible]
Oscar White

[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)
[illegible] (Enc.)

FORM E-30 50M 5-62 43906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1965

SUBJECT:

To:

Mr. Tom Edwards
Assistant State Highway Engineer
DEPARTMENT

Herewith report on defective porcelain enamel signs completed the latter part of December 1964. This represents the second report made on defective enamel signs in 1964. I am conducting this inspection every six months.

I am submitting all copies of this report to you since no action has been taken on previous reports to enforce the warranties. Perhaps a review of our position should be taken prior to transmitting of this report to those concerned.

Please advise if any change is requested in this procedure.

Robert N Bothman
R. N. Bothman
Sign Engineer

RNB:nk
attachment

cc: E. S. Hunter

FORM E-30 25M 9-61 92316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 20, 1965

SUBJECT: Defective Porcelain Enamel Sign Replacement

Mr. George Rohde
To: [redacted]
Chief Counsel
DEPARTMENT

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace ~~these signs or parts thereof~~ in accordance with the terms of the guarantee:

SECTION Multnomah Falls - Dodson
HIGHWAY Columbia River US30 I-80-N
CONTRACT NO. 5574 GUARANTEE NO. II
CONTRACTOR Dorman Construction

MANUFACTURER California Metal Enameling Co.
6904 E. Slauson Ave.
Los Angeles, Calif.

DATE MANUFACTURED 1960

SIGN NO.	TED DWG. NO.	STATION	MESSAGE	FAILURE ~~REPORTED~~
2	S 19	1420+00	TROUTDALE 18 PORTLAND 33	October 1964
3 1/	S 19	1438+50	COLUMBIA R. SCENIC HWY	May 1964
8	S 19	Interchange	SCENIC ROUTE MULTNOMAH FALLS DODSON FRONTAGE RD	October 1964
13	S 19	Interchange	DODSON-WARRENDALE SCENIC ROUTE-PORTLAND	May 1964
14	S 19	Interchange	DODSON-WARRENDALE-HOOD RIVER MULTNOMAH FALLS	May 1964
16	S 19	Interchange	HOOD RIVER-DODSON-WARRENDALE	October 1963

1/ **Sign previously replaced due to excessive fading. Cameo A-10 sandwich panel. Fading and discoloration are the cause of all reported failures.**

ORIGINAL SIGNED BY R. N. BOTHMAN
R. N. Bothman
Sign Engineer

RNB:nk

cc: Tom Edwards
Traffic Engineer
Maintenance Engineer
Division Engineer Div. I

RECEIVED
DEC 2 - 1963
FORM E-90
FOR FILING

TON :2(13)28

5574

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 14, 1963

SUBJECT: Defective Porcelain Enamel Sign Replacement

To: Mr. Leonard I. Lindas
Chief Counsel
DEPARTMENT

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs in accordance with the terms of the guarantee:

SECTION Multnomah Falls - Dodson

HIGHWAY Columbia River US30 & I-80-N

CONTRACT NO. 5574 GUARANTEE NO. II

CONTRACTOR Dolman Construction

MANUFACTURER California Metal Enameling Co.
6904 E. Slauson Ave.
Los Angeles, Calif.

DATE MANUFACTURED 1960

SIGN NO.	TED DWG. NO.	STATION	MESSAGE	FAILURE
16	S 19	Interchange	Hood River-Dodson-Warrendale	Excessive Fading

ORIGINAL SIGNED BY R. N. BOTHMAN

R. N. Bothman
Sign Engineer

RNB:nk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer

RECEIVED
NOV 19 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

Contract 5574

RECEIVED
JAN 8 / 1963
FOR FILING

Monthly transaction number	Fo R-2A (5- -57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon**
Project report number I-80N-2(13)28 12	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County **Multnomah**
		Project number **I-80N-2(13)28**

5514

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **May 20**, 19**60**, is hereby modified as follows:

Revised estimated total cost of project $ **545,579.00**

Revised Federal funds $ **499,516.00**

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **4** day of **January**, 19**63**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By R L Porter

~~Asst~~ **State Highway Engineer**
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ A. W. Parsons
Division Engineer

By: L R Backlund
L. R. Backlund
Administrative Manager

USComm-DC 11170

December 27, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway official, for the Multnomah Falls-Dodson Section, Project No. I-80N-2(13)28.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RHC:bb

Contract 5574 -60 A

Monthly Transaction No. 5-99	Fo R-2 (9 -57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon**
		County **Multnomah**
Project Report No. 9	FEDERAL-AID PROJECT AGREEMENT	Project No. **I-80N-2(13)28**

RECEIVED
1960
FOR FILING

I-80N-2(13)28
5574

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
From I-80N-2(5)22 east 4.1 miles
(Multnomah Falls-Dodson Section)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	**6-5-57**	**---**
Rights-of-Way		
Construction	**3-6-59**	**3.9**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **541,028**	Federal funds $ **497,000**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
Division Engineer
By: R C Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **May 20, 1960**

USComm-DC 40257

May 18, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Multnomah Falls-Dodson Section, Project No. I-80N-2(13)28.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:jb

April 25, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding, under separate cover, four copies of estimate as a basis for project agreement for the Multnomah Falls-Dodson Section, Project No. I-80N-2(13)28 and three copies of O.W.R.R. & N. Railroad agreement covering the Oneonta haul road structure and easements for the project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:jb

Oregon State Highway Department

Federal Aid
Project No. I-80N-2(13)28

MULTNOMAH FALLS-AINSWORTH SECTION OF THE

COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 25, 1960

Type Code P.E.

Preliminary Engineering	All	Required		$ 1,000.00

Type Code 6201
Roadway (Sta. 1257+05.60=1257+48.86 to Sta. 1472+00)(Contract No. 5574)

Removal of Pavement	All	Required		$ 1,000.00
Drainage Excavation, Unclassified	40	cu. yds.	$ 5.00	200.00
General Excavation, Unclassified	20,000	cu. yds.	0.75	15,000.00
Backfilling RR Overcrossing	All	Required		2,500.00
18-inch Concrete Pipe	150	lin. ft.	5.00	750.00
24-inch Concrete Pipe	50	lin. ft.	6.00	300.00
36-inch Concrete Pipe	10	lin. ft.	12.00	120.00
18-inch Corrugated Metal Pipe	60	lin. ft.	5.00	300.00
24-inch Corrugated Metal Pipe	80	lin. ft.	7.00	560.00
24-inch Culvert End Sections	1	only	70.00	70.00
1½-inch Electrical Conduit	220	lin. ft.	2.00	440.00
Salvaging and Reinstalling Guard Rail	13,200	lin. ft.	1.00	13,200.00
Metal Guard Rail	17,000	lin. ft.	2.25	38,250.00
Metal Median Barrier	21,000	lin. ft.	3.45	72,450.00
Salvaging and Stockpiling Sight Posts	120	only	2.00	240.00
Paddle Board Guide Posts, Type Y-1	210	only	6.50	1,365.00
Paddle Board Guide Posts, Type Y-2	54	only	7.00	378.00
Paddle Board Guide Posts, Type Y-3	2	only	7.50	15.00
Type 1 Fence	1,300	rods	5.00	6,500.00
Preparation of Subgrade	All	Required		2,000.00
Coarse Crushed Material in Base	65,000	tons	1.15	74,750.00
3/4" - 0 Material in Base	26,200	tons	1.20	31,440.00
Sprinkling	1,800	M-gal.	2.00	3,600.00
Preparation of Base	All	Required		2,000.00
3/4" - 0 Material in Binder Course	1,400	cu. yds.	3.00	4,200.00
Furnishing and Placing Aggregates	2,590	cu. yds.	3.00	7,770.00
RC-3 Asphalt	230	tons	40.00	9,200.00
120-150 Asphalt	200	tons	37.50	7,500.00
RS-2 Asphalt in Oiling	60	tons	40.00	2,400.00
Asphaltic Concrete Mixture	37,500	tons	2.85	106,875.00
Asphalt in Mixture	2,250	tons	26.50	59,625.00
RS-2 Asphalt in Tack	8	tons	50.00	400.00
Asphaltic Concrete Traffic Markers	830	lin. ft.	1.00	830.00
Concrete in Separators	6	cu. yds.	100.00	600.00
Removal of Existing Sign Installations	All	Required		108.00
Furnish 8" BP 36# Piling	162	lin. ft.	7.23	1,171.26

Drive Steel Piles	9 only	$129.00	$ 1,161.00
Metal Sign Posts	All Required		718.50
Wood Sign Posts	All Required		1,016.06
Type "A" Signs in Place	1,037 sq. ft.	6.94	7,196.78
Type "C" & "D" Signs in Place	244 sq. ft.	3.96	966.24
Type "E", "F" & "G" Signs in Place	126 sq. ft.	4.71	593.46
Type "J" Signs in Place	2.2 sq. ft.	7.70	16.94
Type "K" Signs in Place	50 sq. ft.	6.60	330.00
Type "L" Signs in Place	8 sq. ft.	6.05	48.40
			$480,154.64
Work by Pacific Tel. & Tel. Co.	All Required		1,960.00
Guard Rail Replacement Materials	All Required		300.00
Flagging (57½% of Contractor's Cost)	All Required		4,000.00
Move Water Line (Private)	All Required		300.00
Signing	All Required		1,000.00
Work by O.W.R.R. & N. Co. (U.P.R.R.)	All Required		3,220.00
	Subtotal		$490,934.65
	10% Engr. & Cont.		49,093.35
	Total		$540,028.00

Length of Roadway	3.950 Miles
Length of 1 Structure	0.119 Mile (Exception)
Total Length.	4.069 Miles
Cost of Roadway Per Mile.	$139,715.94

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 1,000.00	$ 900.00	$ 100.00
Roadway	540,028.00	496,100.00	43,928.00
	$541,028.00	$497,000.00	$ 44,028.00

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds For Maint.: Chap. 529, Laws 1939.

MULTNOMAH FALLS-DODSON SECTION

PROJECT NO. I-80N-2(13)28

Estimated costs of work by the Pacific Telephone and Telegraph Company

Labor	$1,779.00
Materials	1,697.00
Supply Expense	119.00
Equipment	348.00
Miscellaneous and Cont.	609.00
	$4,552.00
State of Oregon Cost 43.1%	$1,962.00
Use	$1,960.00

Estimated costs of work by O.W.R.R. & N. Co. (U.P.R.R. Co.)

Removal of Temporary Oneonta Haul Structure over RR.

Labor	$2,418.00
Materials	560.00
Equipment	242.00
	$3,220.00
Use	$3,220.00

Oregon State Highway Department

Federal Aid
Project No. I-80N-2(13)28

MULTNOMAH FALLS-DODSON SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 15, 1959

Type Code P.E.

Preliminary Engineering	All	Required		$ 1,000.00

Type Code 6201
Roadway (Sta. 1257+05.60 = 1257+48.86
to Sta. 1472+00)

Removal of Pavement	All	Required		$ 3,000.00
Drainage Excavation, Unclassified	40	cu. yds.	$ 3.00	120.00
General Excavation, Unclassified	20,000	cu. yds.	0.75	15,000.00
Backfilling RR Overcrossing	All	Required		6,000.00
18-inch Concrete Pipe	150	lin. ft.	4.50	675.00
24-inch Concrete Pipe	50	lin. ft.	6.00	300.00
36-inch Concrete Pipe	10	lin. ft.	10.00	100.00
18-inch Corrugated Metal Pipe	60	lin. ft.	5.00	300.00
24-inch Corrugated Metal Pipe	80	lin. ft.	8.00	640.00
24-inch Culvert End Sections	1	only	75.00	75.00
1½-inch Electrical Conduit	220	lin. ft.	1.75	385.00
Salvaging and Reinstalling Guard Rail	13,200	lin. ft.	2.00	26,400.00
Metal Guard Rail	17,000	lin. ft.	3.00	51,000.00
Metal Median Barrier	21,000	lin. ft.	4.50	94,500.00
Salvaging and Stockpiling Sight Posts	120	only	1.50	180.00
Guide Posts, One Reflector	80	only	5.25	420.00
Guide Posts, Two Reflectors	70	only	5.75	402.50
Guide Posts, Three Reflectors	2	only	6.25	12.50
Type 1 Fence	1,300	rods	5.00	6,500.00
Preparation of Subgrade	All	Required		2,000.00
Coarse Crushed Material in Base	65,000	tons	1.35	87,750.00
3/4" - 0 Material in Base	26,200	tons	1.45	37,990.00
Sprinkling	1,800	M-gals.	2.50	4,500.00
Preparation of Base	All	Required		2,000.00
3/4" - 0 Material in Binder Course	1,400	cu. yds.	2.50	3,500.00
Furnishing and Placing Aggregates	2,590	cu. yds.	2.50	6,475.00
RC-3 Asphalt	230	tons	43.00	9,890.00
120-150 Asphalt	200	tons	40.00	8,000.00
RS-2 Asphalt in Oiling	60	tons	45.00	2,700.00
Asphaltic Concrete Mixture	37,500	tons	3.25	121,875.00
85-100 Asphalt in Mixture	2,250	tons	36.00	81,000.00
RS-2 Asphalt in Tack	8	tons	65.00	520.00
Asphaltic Concrete Traffic Markers	830	lin. ft.	1.00	830.00
Concrete in Separators	6	cu. yds.	60.00	360.00
Removal of Existing Sign Installations	All	Required		200.00
Furnish 8" HP 36# Piling	162	lin. ft.	7.00	1,134.00

Drive Steel Piles	9 only	$85.00	$ 765.00
Metal Sign Post	All Required		1,178.00
Wood Sign Posts	All Required		2,630.00
Type "A" Signs in Place	1,037 sq. ft.	9.00	9,333.00
Type "C" & "D" Signs in Place	244 sq. ft.	4.50	1,098.00
Type "E", "F" & "G" Signs in Place	126 sq. ft.	4.75	598.50
Type "J" Signs in Place	2.2 sq. ft.	6.00	13.20
Type "K" Sings in Place	50 sq. ft.	8.00	400.00
Type "L" Signs in Place	8 sq. ft.	7.00	56.00
			$592,805.70
Flagging (57½% of Contractor's Cost)	All Required		4,000.00
Move Water Line (Private)(SF)	All Required		300.00
Signing	All Required		1,000.00
Work by O.W.R.R. & N. Co. (U.P.R.R.)	All Required		5,000.00
	Subtotal		$603,105.70
	10% Engr. & Cont.		60,310.57
	Total		$663,416.27

Length of Roadway - - - - - - - - - 3.950 Miles
Length of 1 Structure - - - - - - - 0.119 Mile (Exception)
Total Length- - - - - - - - - - - - 4.069 Miles
Cost of Roadway Per Mile- - - - - $167,953.48

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 1,000.00	$ 900.00	$ 100.00
Roadway	663,416.27	612,100.00	51,316.27
	$664,416.27	$613,000.00	$ 51,416.27

Oregon State Highway Department

Federal Aid
Project No. I-80N-2(13)28

MULTNOMAH FALLS DODSON SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 27, 1959

Type Code P. E.

Preliminary Engineering	All Required		$ 1,000.00

Type Code 6201
Roadway (Sta. 1257+05.60 = 1257+48.86
to Sta. 1472+00)

Removal of Pavement	All	Required	$	$ 3,000.00
Drainage Excavation, Unclassified	40	Cu. Yds.	3.00	120.00
General Excavation, Unclassified	16,700	Cu. Yds.	0.75	12,525.00
Embankment in Place	11,000	Cu. Yds.	0.90	9,900.00
Backfilling Railroad O'Xing	All	Required		6,000.00
18-Inch Concrete Pipe	150	Lin. Ft.	4.50	675.00
24-Inch Concrete Pipe	110	Lin. Ft.	6.00	660.00
36-Inch Concrete Pipe	10	Lin. Ft.	10.00	100.00
18-Inch Corrugated Metal Pipe	60	Lin. Ft.	5.00	300.00
24-Inch Corrugated Metal Pipe	10	Lin. Ft.	8.00	80.00
24-Inch Culvert End Sections	1	Only	75.00	75.00
1½-Inch Electrical Conduit	220	Lin. Ft.	1.75	385.00
Salvaging and Reinstalling Guard Rail	10,700	Lin. Ft.	2.00	21,400.00
Metal Guard Rail	17,000	Lin. Ft.	3.00	51,000.00
Metal Median Barrier	21,000	Lin. Ft.	4.50	94,500.00
Salvaging and Stockpiling Sight Posts	120	Only	1.50	180.00
Guide Posts, One Reflector	80	Only	5.25	420.00
Guide Posts, Two Reflectors	70	Only	5.75	402.50
Guide Posts, Three Reflectors	2	Only	6.25	12.50
Type 1 Fence	1,390	Rods	5.00	6,950.00
Preparation of Subgrade	All	Required		2,000.00
Coarse Crushed Material in Base	63,200	Tons	1.35	85,320.00
3/4" - 0 Material in Base	26,200	Tons	1.45	37,990.00
Sprinkling	1,650	M-Gals.	2.50	4,125.00
Preparation of Base	All	Required		2,000.00
3/4" - 0 Material in Binder Course	1,400	Cu. Yds.	2.90	3,900.00
Furnishing and Placing Aggregates	2,590	Cu. Yds.	2.50	6,475.00

Multnomah Falls-Dodson Section
Project No. I-80N-2(13)28
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RC-3 Asphalt	230	Tons	$ 43.00	$ 9,890.00
120-150 Asphalt	200	Tons	40.00	7,000.00
RS-2 Asphalt in Oiling	60	Tons	45.00	2,700.00
Asphaltic Concrete Mixture	37,500	Tons	3.25	121,875.00
85-100 Asphalt in Mixture	2,250	Tons	36.00	81,000.00
RS-2 Asphalt in Tack Coat	8	Tons	65.00	520.00
Asphaltic Concrete Traffic Markers	830	Lin. Ft.	1.00	830.00
Concrete in Separator	6	Cu. Yds.	60.00	360.00
				$575,270.00
Flagging (57½% of Contractor's Cost)	All	Required		4,000.00
Move Water Line, Private (S. F.)	All	Required		300.00
Signing	All	Required		1,000.00
Work by O.W.R.R. & N. Co. (U.P.R.R.)	All	Required		5,000.00
		Subtotal		$585,570.00
		10% Engr. & Cont.		58,557.00
		Total		$644,127.00

Length of Roadway ———————— 3.950 Miles
Length of 1 Structure ———— 0.119 Miles (Exception)
Total Length ———————————— 4.069 Miles

Cost of Roadway Per Mile ——— $163,070.12

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 1,000.00	$ 900.00	$ 100.00
Roadway	644,127.00	594,900.000	49,227.00
	$645,127.00	$595,800.00	$49,327.00

Oregon State Highway Department

Federal Aid
Project No. I-80N-2(13)28

MULTNOMAH FALLS-DODSON SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, March 9, 1959

Type Code P.E.

Preliminary Engineering	All	Required	$	$ 1,000.00

Type Code 6201
Roadway (Sta. 1257+05.60-1257+48.86 to Sta. 1472+00)

Removal of Pavement	All	Required	$	$ 3,000.00
Drainage Excavation, Unclassified	40	cu. yds.	3.00	120.00
General Excavation, Unclassified	16,700	cu. yds.	0.75	12,525.00
Embankment in Place	11,000	cu. yds.	0.90	9,900.00
Backfilling R.R. Overcrossing	All	Required		6,000.00
18-inch Concrete Pipe	150	lin. ft.	4.50	675.00
24-inch Concrete Pipe	110	lin. ft.	6.00	660.00
36-inch Concrete Pipe	10	lin. ft.	10.00	100.00
18-inch Corrugated Metal Pipe	60	lin. ft.	5.00	300.00
24-inch Corrugated Metal Pipe	10	lin. ft.	8.00	80.00
24-inch Culvert End Sections	1	only	75.00	75.00
1½-inch Electrical Conduit	220	lin. ft.	1.75	385.00
Salvaging and Reinstalling Guard Rail	13,200	lin. ft.	2.00	26,400.00
Metal Guard Rail	17,000	lin. ft.	3.00	51,000.00
Metal Median Barrier	21,000	lin. ft.	4.50	94,500.00
Salvaging and Stockpiling Sight Posts	120	only	1.50	180.00
Guide Posts, One Reflector	80	only	5.25	420.00
Guide Posts, Two Reflectors	70	only	5.75	402.50
Guide Posts, Three Reflectors	2	only	6.25	12.50
Type 1 Fence	1,390	rods	5.00	6,950.00
Preparation of Subgrade	All	Required		2,000.00
Course Crushed Material in Base	63,200	tons	1.35	85,320.00
3/4" - 0 Material in Base	26,200	tons	1.45	37,990.00
Sprinkling	1,650	M-gals.	2.50	4,125.00
Preparation of Base	All	Required		2,000.00
3/4" - 0 Material in Binder Course	1,400	cu. yds.	2.50	3,500.00
Furnishing and Placing Aggregates	2,590	cu. yds.	2.50	6,475.00
RC-3 Asphalt	230	tons	43.00	9,890.00
120-150 Asphalt	200	tons	40.00	8,000.00
RS-2 Asphalt in Oiling	60	tons	45.00	2,700.00
Asphaltic Concrete Mixture	37,500	tons	3.25	121,875.00
85-100 Asphalt in Mixture	2,250	tons	36.00	81,000.00
RS-2 Asphalt in Tack	8	tons	65.00	520.00
Asphaltic Concrete Traffic Markers	830	lin. ft.	1.00	830.00
Concrete in Separator	6	cu. yds.	60.00	360.00
				$580,270.00
Flagging (57½% of Contractor's Cost)	All	Required		4,000.00
Move Water Line (Private) (S.F.)	All	Required		300.00
Signing	All	Required		1,000.00
Work by O.W.R.R. & N. Co. (U.P.R.R.)	All	Required		5,000.00

Subtotal	$590,570.00
10% Engr. & Cont.	59,057.00
Total	$649,627.00

Length of Roadway - - - - - - - -	3.950 Miles
Length of 1 Structure - - - - - -	0.119 Mile (Exception)
Total Length - - - - - - - - - -	4.069 Miles
Cost of Roadway Per Mile- - - -	$164,462.53

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 1,000.00	$ 900.00	$ 100.00
Roadway	649,627.00	599,100.00	50,527.00
	$650,627.00	$600,000.00	$50,627.00

Oregon State Highway Department

Federal Aid
Project No. I-80N-2(13)28

MULTNOMAH FALLS-DODSON SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 18, 1959

Type Code P. E.

Preliminary Engineering	All	Required		$ 1,000.00

Type Code 6201
Roadway (Sta. 1257+05.60-1257+48.86 to Sta. 1472+00)

Removal of Pavement	All	Required	$	$ 3,000.00
Drainage Excavation, Unclassified	40	cu. yds.	3.00	120.00
General Excavation, Unclassified	20,000	cu. yds.	0.75	15,000.00
Backfilling RR Overcrossing	All	Required		6,000.00
18-inch Concrete Pipe	150	lin. ft.	4.50	675.00
24-inch Concrete Pipe	50	lin. ft.	6.00	300.00
36-inch Concrete Pipe	10	lin. ft.	10.00	100.00
18-inch Corrugated Metal Pipe	60	lin. ft.	5.00	300.00
24-inch Corrugated Metal Pipe	80	lin. ft.	8.00	640.00
24-inch Culvert End Sections	1	only	75.00	75.00
1½-inch Electrical Conduit	220	lin. ft.	1.75	385.00
Salvaging and Reinstalling Guard Rail	13,200	lin. ft.	2.00	26,400.00
Metal Guard Rail	17,000	lin. ft.	3.00	51,000.00
Metal Median Barrier	21,000	lin. ft.	4.50	94,500.00
Salvaging and Stockpiling Sight Posts	120	only	1.50	180.00
Paddle Board Guide Posts, Type W-1	210	only	5.25	1,102.50
Paddle Board Guide Posts, Type Y-2	54	only	5.75	310.50
Paddle Board Guide Posts, Type Y-3	2	only	6.25	12.50
Type 1 Fence	1,300	rods	5.00	6,500.00
Preparation of Subgrade	All	Required		2,000.00
Coarse Crushed Material in Base	65,000	tons	1.35	87,750.00
3/4" - 0 Material in Base	26,200	tons	1.45	37,990.00
Sprinkling	1,800	M-gal.	2.50	4,500.00
Preparation of Base	All	Required		2,000.00
3/4" - 0 Material in Binder Course	1,400	cu. yds.	2.50	3,500.00
Furnishing and Placing Aggregates	2,590	cu. yds.	2.50	6,475.00
RC-3 Asphalt	230	tons	43.00	9,890.00
120-150 Asphalt	200	tons	40.00	8,000.00
RS-2 Asphalt in Oiling	60	tons	45.00	2,700.00
Asphaltic Concrete Mixture	37,500	tons	3.25	121,875.00
Asphalt in Mixture	2,250	tons	36.00	81,000.00
RS-2 Asphalt in Tack	8	tons	65.00	520.00
Asphaltic Concrete Traffic Markers	830	lin. ft.	1.00	830.00
Concrete in Seperators	6	cu. yds.	60.00	360.00
Removal of Existing Sign Installations	All	Required		200.00
Furnish 8" BP 36# Piling	162	lin. ft.	7.00	1,134.00
Drive Steel Piles	9	only	85.00	765.00
Metal Sign Posts	All	Required		1,178.00
Wood Sign Posts	All	Required		2,630.00
Type "A" Signs in Place	1,037	sq. ft.	9.00	9,333.00
Type "C" and "D" Signs in Place	244	sq. ft.	4.50	1,098.00

Type "E", "F" and "G" Signs in Place	126 sq. ft.	$4.75	$ 598.50
Type "J" Signs in Place	2.2 sq. ft.	6.00	13.20
Type "K" Signs in Place	50 sq. ft.	8.00	400.00
Type "L" Signs in Place	8 sq. ft.	7.00	56.00
			$593,396.20
Guard Rail Replacement Materials	All Required		300.00
Flagging (57½% of Contractor's Cost)	All Required		4,000.00
Move Water Line (Private) (S.F.)	All Required		300.00
Signing	All Required		1,000.00
Work by O.W.R.R. & N. Co. (U.P.R.R.)	All Required		5,000.00
	Subtotal		$603,996.20
	10% Engr. & Cont.		60,399.62
	Total		$664,395.82

Length of Roadway - - - - - 3.950 Miles
Length of 1 Structure - - - 0.119 Mile (Exception)
Total Length- - - - - - - - 4.069 Miles
Cost of Roadway Per Mile- - $168,201.47

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 1,000.00	$ 900.00	$ 100.00
Roadway	664,395.82	612,100.00	52,295.82
	$665,395.82	$613,000.00	$52,395.82

Oregon State Highway Department

Federal Aid
Project No. I-80N-2(13)28

MULTNOMAH FALLS-DODSON SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate revised to include additional utility work. Not as a basis for project agreement.)

Salem, Oregon, December 8, 1959

Type Code P. E.

Preliminary Engineering	All	Required		$ 1,000.00

Type Code 6201
Roadway (Sta. 1257+05.60=1257+48.86 to Sta. 1472+00)

Removal of Pavement	All	Required		$ 3,000.00
Drainage Excavation, Unclassified	40	cu. yds.	$ 3.00	120.00
General Excavation, Unclassified	20,000	cu. yds.	0.75	15,000.00
Backfilling RR Overcrossing	All	Required		6,000.00
18-inch Concrete Pipe	150	lin. ft.	4.50	675.00
24-inch Concrete Pipe	50	lin. ft.	6.00	300.00
36-inch Concrete Pipe	10	lin. ft.	10.00	100.00
18-inch Corrugated Metal Pipe	60	lin. ft.	5.00	300.00
24-inch Corrugated Metal Pipe	80	lin. ft.	8.00	640.00
24-inch Culvert End Sections	1	only	75.00	75.00
1½-inch Electrical Conduit	220	lin. ft.	1.75	385.00
Salvaging and Reinstalling Guard Rail	13,200	lin. ft.	2.00	26,400.00
Metal Guard Rail	17,000	lin. ft.	3.00	51,000.00
Metal Median Barrier	21,000	lin. ft.	4.50	94,500.00
Salvaging and Stockpiling Sight Posts	120	only	1.50	180.00
Paddle Board Guide Posts, Type W-1	210	only	5.25	1,102.50
Paddle Board Guide Posts, Type Y-2	54	only	5.75	310.50
Paddle Board Guide Posts, Type Y-3	2	only	6.25	12.50
Type 1 Fence	1,300	rods	5.00	6,500.00
Preparation of Subgrade	All	Required		2,000.00
Coarse Crushed Material in Base	65,000	tons	1.35	87,750.00
3/4" - 0 Material in Base	26,200	tons	1.45	37,990.00
Sprinkling	1,800	M-gals.	2.50	4,500.00
Preparation of Base	All	Required		2,000.00
3/4" - 0 Material in Binder Course	1,400	cu. yds.	2.50	3,500.00
Furnishing and Placing Aggregates	2,590	cu. yds.	2.50	6,475.00
RC-3 Asphalt	230	tons	43.00	9,890.00
120-150 Asphalt	200	tons	40.00	8,000.00
RS-2 Asphalt in Oiling	60	tons	45.00	2,700.00
Asphaltic Concrete Mixture	37,500	tons	3.25	121,875.00
Asphalt in Mixture	2,250	tons	36.00	81,000.00
RS-2 Asphalt in Tack	8	tons	65.00	520.00
Asphaltic Concrete Traffic Markers	830	lin. ft.	1.00	830.00
Concrete in Separators	6	cu. yds.	60.00	360.00
Removal of Existing Sign Installations	All	Required		200.00

Furnish 8" BP 36# Piling	162 lin. ft.	$ 7.00	$ 1,134.00
Drive Steel Piles	9 only	85.00	765.00
Metal Sign Posts	All Required		1,178.00
Wood Sign Posts	All Required		2,630.00
Type "A" Signs in Place	1,037 sq. ft.	9.00	9,333.00
Type "C" & "D" Signs in Place	244 sq. ft.	4.50	1,098.00
Type "E", "F" & "G" Signs in Place	126 sq. ft.	4.75	598.50
Type "J" Signs in Place	2.2 Sq. ft.	6.00	13.20
Type "K" Signs in Place	50 sq. ft.	8.00	400.00
Type "L" Signs in Place	8 sq. ft.	7.00	56.00
			$593,396.20
Work by Pacific Tel. & Tel. Co.	All Required		1,500.00
Guard Rail Replacement Materials	All Required		300.00
Flagging (57½% of Contractor' Cost)	All Required		4,000.00
Move Water Line (Private) (SF)	All Required		300.00
Signing	All Required		1,000.00
Work by O.W.R.R. & N. Co. (U.P.R.R.)	All Required		5,000.00
	Subtotal		$605,496.20
	10% Engr. & Cont.		60,549.62
		Total	$666,045.82

Length of Roadway . . . . 3.950 Miles
Length of 1 Structure . . . . 0.119 Miles (Exception)
Total Length. . . . . 4.069 Miles
Cost of Roadway Per Mile. $168,619.19

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 1,000.00	$ 900.00	$ 100.00
Roadway	666,045.82	612,100.00	53,945.82
	$667,045.82	$613,000.00	$ 54,045.82

RECEIVED
JAN 16 1962
FOR FILING

5574

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 11, 1962

Mr. Eugene Marsh
Attorney at Law
P. O. Box 596
McMinnville, Oregon

Re: Cascade Locks
Power Line Adjustments

Dear Mr. Marsh:

In a recent telephone conversation with Wayne Annala, he informed me that you were also representing the City of Cascade Locks in regard to the State's claim against the City for relocating their power lines.

My understanding from Mr. Annala was that you were going to ask for a hearing before the Highway Commission in order to explain the City's position to the Commission. I have this date checked with Mr. Floyd Query, Secretary to the Highway Commission, and he states that he has not yet received any request from you on this matter.

This is to advise you that the next meeting of the Highway Commission is scheduled for January 19, 1962, and if you wish to appear you should contact Mr. Query immediately so that your appearance can be placed on the agenda.

This letter is only to inquire as to whether or not you intend to make such a request, since the Legal Department has been authorized to file an action against the City of Cascade Locks to recover the full amount of the State's claim.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
GLEN V. SORENSEN
Staff Attorney

GVS:ks

cc: Mayor and Council
City of Cascade Locks
Wayne Annala
Forrest Cooper
Frank Morgan
Al Johnson
C. H. Maison
L. I. Lindas

NOTED
FORREST COOPER

RECEIVED
JAN 11 1962
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. Williams

I-80N-2(13)

~~Multnomah Falls~~-Dodson
Contract No. 5574

RECEIVED
OCT 19 1961

NOTED
W. C. WILLIAMS

October 20, 1961

FOR FILING

FINAL COST ANALYSIS
Paving
Contractor: Dorman Construction Company
Resident Engineer: Clay Cornett

Columbia River Highway
Prefix No. 626-1041-201(41)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Removal of Pavement	1	Lump	1,000.00	988.75	988.75	1,000.00
Drainage Excav., Unclass.	72.37	Cu. Yd.	5.00	4.94	357.78	361.85
General Excav., Unclass.	18,870.70	Cu. Yd.	0.75	0.74	13,993.87	14,153.03
Backfilling Railroad	1	Lump	2,500.00	2,471.88	2,471.88	2,500.00
18" Concrete Pipe	168	Lin. Ft.	5.00	4.94	830.55	840.00
36" Concrete Pipe	8	Lin. Ft.	12.00	11.87	94.92	96.00
18" Corr. Mtl. Pipe	64	Lin. Ft.	5.00	4.94	316.40	320.00
24" Corr. Mtl. Pipe	80	Lin. Ft.	7.00	6.92	553.70	560.00
24" Culvert End	1	Only	70.00	69.21	69.21	70.00
1-1/2" Elec. Conduit	205	Lin. Ft.	2.00	1.98	405.39	410.00
*Salvage & Reinstall Guard Rail	14,162.5	Lin. Ft.	1.00	1.00	14,162.50	14,162.50
*Metal Guard Rail	16,623.3	Lin. Ft.	2.25	2.25	37,402.43	37,402.43
*Metal Median Barrier	20,562.5	Lin. Ft.	3.45	3.45	70,940.63	70,940.63
*Salvage & S.P. Sight Posts	158	Only	2.00	2.00	316.00	316.00
*Paddle Board Guide Posts, Type W1	201	Only	6.50	6.50	1,306.50	1,306.50
*Paddle Board Guide Posts, Type Y2	49	Only	7.00	7.00	343.00	343.00
*Paddle Board Guide Posts, Type Y3	2	Only	7.50	7.50	15.00	15.00
*Type 1 Fence	1,144	Rod	5.00	5.00	5,720.00	5,720.00
Preparation of Subgrade	1	Lump	2,000.00	1,977.50	1,977.50	2,000.00
Coarse Cr. Mat'l in Base	69,617.5	Ton	1.15	1.14	79,701.50	80,060.13
3/4"-0 Mat'l in Base	30,154	Ton	1.20	1.19	35,777.87	36,184.80
Sprinkling	1,188	M-Gal.	2.00	2.00	2,349.28	2,376.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Preparation of Base	1	Lump	2,000.00	1,977.50	1,977.50	2,000.00
3/4"-0 in Binder Course	1,069	Cu. Yd.	3.00	2.97	3,170.93	3,207.00
Furnish & Place Aggregate	2,700	Cu. Yd.	3.00	2.97	8,008.99	8,100.00
RC-3 Asphalt	148.33	Ton	40.00	39.55	5,866.48	5,932.20
120-150 Asphalt	175.05	Ton	37.50	35.95	6,292.81	6,364.38
RS-2 Asphalt in Oiling	50.97	Ton	40.00	39.55	2,015.87	2,038.80
Asphaltic Concrete Mixture	39,257.17	Ton	2.85	2.82	110,624.72	111,882.93
Asphalt in Mixture	2,148.29	Ton	26.50	26.40	56,714.86	56,929.69
RS-2 Asphalt in Tack	4.35	Ton	50.00	49.44	215.05	217.50
Asph. Conc. in Traffic Markers	994.30	Ton	1.00	0.99	983.12	994.30
Concrete in Separator	4.64	Cu. Yd.	100.00	98.88	458.78	464.00
**Removal of Exist. Sign Installations	1	Lump	108.00	108.00	108.00	108.00
**Furnish 8" BP 36 lb. Piling	162	Lin. Ft.	7.23	7/23	1,171.26	1,171.26
**Drive Steel Piles	8	Only	129.00	129.00	1,032.00	1,032.00
**Metal Sign Posts	1	Lump	718.50	718.50	718.50	718.50
**Wood Sign Posts	1	Lump	1,016.06	1,016.06	1,016.06	1,016.06
**Type A Sign in Place	1,037	Sq. Ft.	6.94	6.94	7,196.78	7,196.78
**Type C & D Sings in Place	243.5	Sq. Ft.	3.96	3.96	964.26	964.26
**Type E, F, G Signs in Place	126.5	Sq. Ft.	4.71	4.71	595.82	595.82
**Type J Signs in Place	2.20	Sq. Ft.	7.70	7.70	16.94	16.94
**Type K Signs in Place	50	Sq. Ft.	6.60	6.60	330.00	330.00
**Type L Signs in Place	8	Sq. Ft.	6.05	6.05	48.40	48.40
**Change Sign Legends	1	Lump	272.12	272.12	272.12	272.12

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Paint Existing Guard Rail	1	Lump	100.00	100.00	100.00	100.00
*Guide Posts Type W1	6	Each	4.40	4.40	26.40	26.40
*Guide Posts Type Y2	4	Each	4.90	4.90	19.60	19.60
EW1 Flagging					5,655.79	5,655.79
EW2 Lower 1-1/2" Water Main					130.47	158.67
EW3 Replace Power Pole					273.33	314.33
EW4 Signing					760.04	893.99
*EW5 Guard Rail					480.12	623.30
EW6 Pave Cattle Pass					205.52	261.91
EW7 Clean Ditches					334,95	385.20
					$488,024.03	$491,379.00

Gross Revenue	$ 491,379.00
Total Cost	488,024.03
Net Profit	$ 3,354.97

Net Profit equals 0.68% of Gross Revenue

DETAIL OF COST - Contract No. 5574

Labor:			
Labor		$ 115,151.77	
Labor Insurance		9,085.47	
Health and Welfare		3,999.67	$ 128,236.91
Equipment Rental and Miscellaneous Supplies:			
Equipment Rental		107,159.32	
Gas, Oil and Grease		15,196.17	
Bond		2,120.62	
Bond, Railroad		856.98	
P.L. and P.D. Insurance		1,439.40	
Move In		4,830.00	
P.U.C.		180.00	
Small Tools and Miscellaneous Supplies		491.38	
Home Office and General Overhead		14,741.37	147,015.24
Subcontractors:			
* McWaters, Guard Rail		130,975.36	
** Associated Outdoor Sign		13,470.14	144,445.50
Materials:			
RC-3 Asphalt	148.33 Tons @ $29.15	4,323.82	
120-150 Asphalt	175.05 Tons @ $26.40	4,621.32	
RS-2 Asphalt	50.97 Tons @ $29.40	1,498.52	
Asphalt in Mix	2,148.29 Tons @ $26.40	56,714.86	
RS-2 in Tack	4.35 Tons @ $29.40	127.89	
Miscellaneous Pipe		1,039.97	68,326.38
		TOTAL COST	$ 488,024.03

Remarks - Contract No. 5574

This was a "Federal Aid Interstate Highway Project" and was to be conducted in accordance with Federal regulations applying to that class of project, calling for completion of grading in vicinity of Dodson Interchange involving approximately 20, 000 cubic yards of roadbed excavation and back-filling of temporary haul road structure at Station 1278; construct 3.94 miles of stone bade and shoulders involving approximately 91, 200 tons of crushed materials; construct 3.94 miles of asphaltic concrete pavement, involving approximately 37, 500 tons, and oil mat wearing surfaces on highway shoulders and frontage roads; salvage and reinstall 13, 200 linear feet of metal guard rail; install approximately 17, 000 linear feet of metal guard rail, 21, 000 linear feet of metal median barrier and 1, 300 rods of right of way fence, and such additional and incidental work as is called for by the specifications and plans.

The west end of the project was at Station 1257+48.86, which station is approximately 0.3 miles east of the Multnomah Falls parking area. The east end of the project was at Station 1472+00, which station is approximately 0.65 miles east of the present railroad overcrossing at Dodson. The overall length of the project was 4.07 miles.

Bid proposals were opened December 8, 1959, awarded December 16, 1959. Contractor started working December 30, 1959 clearing and leveling crusher sight, started crushing rock March 2, 1960, paving started May 13, 1960 and was completed August 25, 1960. Guard rail, median barrier and sight posts were subcontracted to McWaters Construction Company and this work progressed very well but was at bid prices.

Signing was subcontracted to Associated Outdoor Sign Company, who developed financial trouble and dissolved partnership which delayed completion of this project. Project was completed March 18, 1961.

Equipment used on project: six trucks with semi-trailers, heavy duty rubber-tired tractor pulling two wobble-wheel rollers, crushing plant (6 unit), TD24 with hoist drum, D8 with dozer, D9 with dozer, two DW21's with scrapers, two blades, water wagon, paving plant, Barbur Greene, two iron-wheel rollers and miscellaneous flat beds and pickup trucks.

Low bid prices and poor judgment in estimating the quantities of crushed materials produced, which necessitated moving the crushing plant back to the job, increased the cost of the project and resulted in only a slight profit.

M.N. Juve
Chief Cost Analyst

By

H.R. Sturgis

RECEIVED
JUN 1 1961
FOR FILING
I-80N-2(13) 28
5574

June 1, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

This will acknowledge receipt of your letter of May 23 in regard to our letter of May 18 concerning signing changes on the Multnomah Falls-Dodson Section of the Columbia River Highway, I-80N-2(13)28. You bring to our attention the fact that the messages on Signs Nos. 4 and 5 are not identical, as is required by the Interstate Sign Manual.

Sign No. 5, which faces westbound traffic and bears the message "COLUMBIA RIVER SCENIC HIGHWAY EXIT 1 MILE", is temporary and will be replaced under a forthcoming sign project for the Dodson-Multnomah County Line Section. The message will be the same as that on the temporary sign. Under this same contract, we will change the message on Sign No. 4, which is at the beginning of the deceleration lane and bears the message "SCENIC HIGHWAY - CROWN POINT" with a slaunch arrow, to the same message as will be carried on Sign No. 5.

I trust that this arrangement will meet with your approval.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc to: Mr. W. C. Williams
Mr. F. B. Crandall

VPJ:pk ae

FORM E-30 50M 7-60 29398

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 31, 1961

SUBJECT: Guide Signing
Dodson Interchange
Columbia River Highway

To:
G. S. Paxson
Ass't. State Highway Engineer
OFFICE

There is attached a suggested draft to Mr. C. G. Polk on the above subject. As is mentioned in the draft, the two signs which he questions are the advance exit guide sign and the sign at the beginning of the deceleration lane for westbound traffic at the Dodson Interchange. At the present time the messages on these two signs are not the same insofar as place names are concerned. The Interstate Sign Manual requires that the place names be identical. We will correct this matter as a part of the signing project on the Dodson-Multnomah County Line Section. We plan to let the signing with the paving contract on this section.

F. B. Crandall
Traffic Engineer

VPJ:pk
Attachment

RECEIVED
JUN 1 1961
OFFICE OF
STATE HIGHWAY ENGINEER

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: May 23, 1961

CGPolk

FROM : C. G. Polk, Division Engineer
08-35.2 Salem, Oregon

SUBJECT: Oregon I-80N-2(13)28
Multnomah Falls-Dodson Section - Signing

Your letter of May 18, 1961, requested our concurrence in changes made on the subject project. These changes involve the word message on signs number 1, 3, 4, and 5 as indicated on T.E.D. 19.

The sign messages on signs 4 and 5 do not comply with the Interstate Sign Manual requirements. The exit direction sign (#4) must convey the same message as the advance exit guide sign (#5). Since sign #5 is a temporary sign that will be replaced when the four-laning of this section is completed this office will permit this deviation provided that when the permanent sign is installed its message will conform to that of sign #4.

Based on the above conditions this office approves the changes requested. It is our understanding that no extra cost was involved.

Crandall

RECEIVED
MAY 24 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 25 1961

FOR FILING

I-80N-2(13)

5574

May 25, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

State Highway contract #5574 for paving-stone base on the Multnomah Falls-Dodson Section of the Columbia River Highway in Multnomah County was completed by the contractor, Dorman Const. Co., on March 18, 1961, but has not as yet been accepted by the Commission.

Final payment in the amount of $14,706.36 will be released to the contractor after acceptance by the Commission. The total contract amount is $491,379.00, of which amount $8 293.19 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Dorman Const. Co.,
2818 East 1st Street
Vancouver
Washington

RECEIVED
MAY 31 1961
FOR FILING

I-80N-2(13) 28

5574

May 18, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: Multnomah Falls-Dodson Section
Columbia River Highway
Project No. I-80N-2(13) 28

Dear Mr. Polk:

The above project concerns paving and signing on the Multnomah Falls-Dodson Section of the Columbia River Highway. During the construction of this project, particularly in regard to sign installations, certain changes were made in sign messages. By reason of requests from local people, the changes made are as shown in red on the attached plan.

The changes were made in the field as a part of the project and the project has now been completed. We inadvertently neglected to request approval from your office on the plans change. We are now formally requesting such approval, and apologize for not requesting approval prior to actually making the changes.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

Attachment
cc Mr. Tom Edwards
Mr. R. L. Porter
Mr. F. B. Crandall
VPJ:pk ms

[illegible]

RECEIVED
MAY 19 1961

FORM E-30 50M 7-60 29385
FOR FILING
I-80N-2(13) 28
5574

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 16, 1961

SUBJECT: Expiration of Agreement
R/W File No. 28140
Construction and Maintenance
of Roadway
O.W.R.R.N. and U.P.R.R. Co's.

To:

P. M. Stephenson
Assistant State Highway Engineer

Since August 18, 1939, we have had an agreement with the Oregon-Washington Railroad and Navigation Company and the Union Pacific Railroad Company for the construction, maintenance and use of a private roadway under the main line tracks and across the right of way of the railroad companies at railroad mile point 30.60 near Oneonta, Oregon, in Multnomah County.

This agreement expires on August 17, 1961. Under the terms of the agreement, the State at its own expense was to refill and compact excavation caused by the construction of the roadway under the railroad companies' mainline tracks. The backfill item was written into Contract No. 5574, Multnomah Falls-Dodson Paving Job, Contractor: Dorman Construction Company, Item #4 - $2,500.00 - Lump Sum.

We have been advised by Division Engineer A. E. Johnson that this backfilling was completed in July of 1958. Mr. Johnson recommends the agreement be allowed to expire under its own terms. We concur in this recommendation.

Your approval is respectfully requested.

John A. Phillips
John A. Phillips
Assistant Maintenance Engineer

WLM:sg

cc: I. A. DeFrance
Earl F. Saling
A. E. Johnson
E. E. Johnston

RECEIVED
MAY 18 1961
OFFICE OF
STATE HIGHWAY ENGINEER

APPROVED 5-18-61
P.M. Stephenson
Assistant State Highway Engineer

RECEIVED
APR 25 1961
FOR FILING

I-80N-2 (13) 28

5574

April 25, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Dorman Const. Co., on contract #5574 for paving the Multnomah Falls-Dodson Section of the Columbia River Highway in Multnomah County.

This payment, in the amount of $2,102.41, will be released to contractor on or after May 5, 1961. The retained percentage is $14,485.96.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Dorman Const. Co.,
2818 East 1st Street
Vancouver
Washington

RECEIVED
MAR 28 1961
FOR FILING

I-80N-2(13)28

5574

March 27, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on March 18, 1961, on Contract No. 5574, Multnomah Falls-Dodson Section, in Multnomah County, in connection with Federal Aid Project No. I-80N-2(13)28.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

cc: Clarence G. Swenson

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 24, 1961

Section Multnomah Falls - Dodson

Kind of work Paving

Highway Columbia River County Multnomah

Section prefix 626-1041

Contractor Dorman Construction Comapany

Contract number 5574

Date of contract December 16, 1959

Specified work days 110

Date work started December 30, 1959

Work days used 110

Project authorization $553,786.47

Exclusive of engineering $514,406.10

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $500,320.11

Estimated per cent overrun or underrun -2.82%

Per cent of contract completed, based on estimated cost 98.9%

Engineering authorization $39,389.37

Engineering cost to date $34,412.06, 87.4%

Date project was completed , 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100%	100%	100%	-	100%	100%	100%

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Sign replacement was completed on Saturday
March 18, 1961.
Marlin DeHaas and Mr. Schweisow, inspected
Signs on Tuesday March 21, 1961.
Office crew are working on Semi-Final Estimate.

DIVISION
RECEIVED
NOTED-

Signed Clay M. Cornett, Resident Engineer

Address P.O. Box 4699, Sellwood Station, Portland 2,

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.01	3.01			3.01
Miles partially completed	1.9				
Miles completed					
Total estimated quantities (contract)	59,700 CY	54,700 T			17,800 T
Total quantities corrected to date	59,700 CY	54,700 T			17,800 T
Estimated quantities moved or placed to date	46,000 CY	483 T			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men	
Supervision	
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Rain		
Tuesday	Rain		
Wednesday	Rain		
Thursday	Cloudy		
Friday	Rain		
Saturday			

Forrest Cooper

RECEIVED
MAR 22 1961

COMMISSIONERS
McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-80N-2(13)28
5574

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

IN REPLY PLEASE REFER TO

March 20, 1961

McDon L. Bonta, Manager
City Lights
Cascade Locks, Oregon

Re: Claim of Oregon State Highway Dept.

COPY

Dear Mr. Bonta:

Your letter of March 15th, directed to Mr. W. C. Williams has been referred to this office for answer.

We would be more than happy to meet with yourself and various members of the City Council of Cascade Locks to discuss the recent statement sent to you by the Highway Department for relocating the city light power line facilities in the area of Multnomah Falls, east of Dodson.

I would suggest 1:00 p.m., Thursday, March 23rd, in Room 104 of the Highway Building as the time and place for the meeting.

During the meeting there will be present members of the Engineering Department, as well as myself, and we will look forward to meeting with you and discussing the problem.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:bp
cc: W. C. Williams
Forrest Cooper ✓
G. E. Rohde

RECEIVED
MAR 21 1961
OFFICE OF
STATE HIGHWAY ENGINEER

City Light, CASCADE LOCKS OREGON
Bonneville Dam Power • Nature's Finest Water
Both Municipally Distributed

March 15, 1961

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Dept.
401 State Highway Building
Salem, Oregon

Dear Mr. Williams:

Members of the power commission and the City Council have discussed the recent statement from the Highway Dept. for relocating City Light power line facilities in the area of Multnomah Falls, east to Dodson.

It is the wish of the City Council that we meet with yourself and members of your staff at the earliest date convenient. Only a few members of the council and myself will be present for the meeting at which time we wish to give further consideration to the bill. We can meet with you in Salem at your convenience.

It would be appreciated if you would select a meeting date and let me know as soon as possible. Thanking you, I remain,

Sincerely yours,

CITY LIGHT, CITY OF CASCADE LOCKS

BY

McDon L. Bonta, Manager

Lindas: Please handle including meeting - letter has not been acknowledged -
Cooper

8

RECEIVED
JAN 18 1961

FOR FILING

[illegible]

5574

January 16, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: Multnomah Falls-
Dodson Section
Columbia River Highway
Project I-80N-2 (13) 28

Dear Sir:

The above contract concerns paving and signing on the Multnomah Falls-Dodson Section of the Columbia River Highway. The specific gloss rating for Type "A" signs (porcelain enamel on aluminum extrusions) is from 68 to 73 units. The gloss rating on the signs installed was found to be 93 units.

Subsequent to the letting of this contract, it was learned that a higher gloss rating resulted in greater durability without hindering the visibility of the signs. As a result, the specified gloss rating was raised for future contracts.

It is requested that you approve the deviation from contract specifications and acceptance of the signs with the higher gloss rating.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc to: Mr. W. C. Williams
Mr. F. B. Crandall

VPJ:pk ae

RECEIVED
FEB 3 1961
FORM E-30 50M 7-59 22124
FOR FILING

I-80N-2(13) 28

5574

REFERRED 2-2-61
TO Cooper
Thought you
LEONARD I. LINDAS
might be interested
in this report

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 2, 1961

SUBJECT: Recovery from Cascade Locks for relocating power line

To: Mr. L. I. Lindas
Chief Counsel

OFFICE

I have been in recent contact with Curt Baker in regard to the above-entitled matter and he tells me that the final costs of relocating the lines will not be determined until probably sometime in the early spring or summer.

The cost of relocating the poles are under contract but building of certain service roads into these poles is to be done by the contractor on an extra work order basis. This sum has been estimated to be about $10,000. Until the work is actually completed, we will not know the exact cost.

I have had a letter from Mr. Parker, City Attorney for the City of Hood River who states that he will be in to see me on his next trip to Salem.

GLEN V. SORENSEN
Staff Attorney

GVS:ch
cc: Frank McKinney

RECEIVED
FEB 2 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 20 1961
FOR FILING

I-80N-2(13)-

5574

T

January 19, 1961

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

It is the intention of the State Highway Commission to release to Dorman Construction Co., a portion of the funds heretofore retained by the Commission on contract #5574 for paving the Multnomah Falls-Dodson Section on the Columbia River Highway in Multnomah County.

This payment, in the amount of $9,623.10, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $14,384.63. The present payment will be released on or after January 30, 1961.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Dorman Construction Co.,
2818 East 1st Street
Vancouver
Washington

T

RECEIVED
1961
FOR FILING

I-80N-2(13)28

5074

FORM CD-121
(9-22-59)

UNITED STA S VERNMENT

Memorandum

D ARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: January 18, 1961

Polk

FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

SUBJECT: Oregon Project I-80N-2(13)28
Gloss Rating - Signs

Reference is made to your letter dated January 16, 1961.

Your letter mentions that subsequent to the letting of this contract it was learned that a higher gloss rating than that specified resulted in greater durability without hindering visibility of the signs. With these findings as a guide, we will approve the deviation from specifications in this instance.

RECEIVED

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FOR FILING
1-80N-2(13) = 4
5574

Salem, Oregon
January 12, 1961

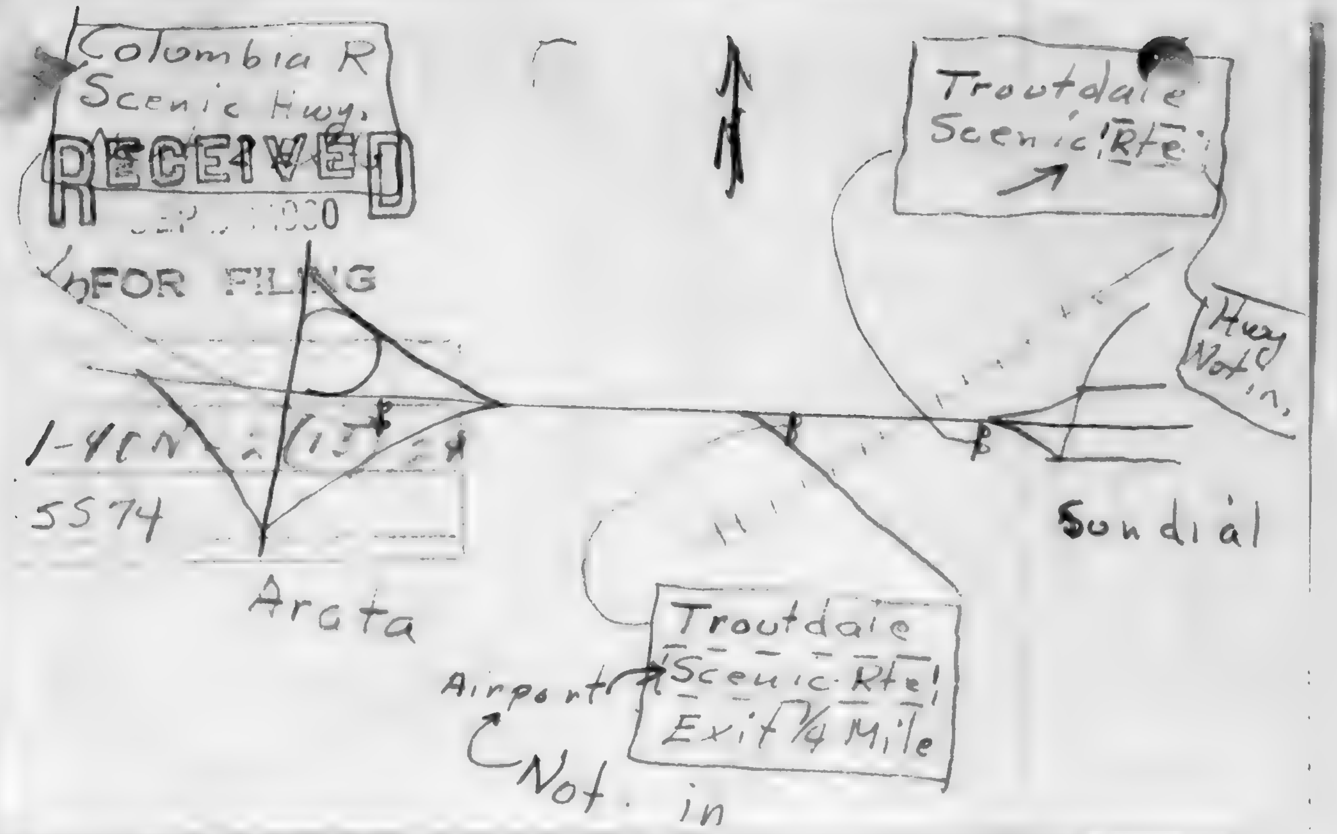
Reduction of retained
percentage

Mr. C. H. Maison
Auditor
OFFICE

This is to authorize the reduction of the retained percentage to 3% of contract amount on Contract 5574, Multnomah Falls-Dodson Section in Multnomah County by approval of the Deputy State Highway Engineer.

R. L. Porter
Office Engineer

DBP:bb


Colombia R
Scenic Hwy.
Troutdale
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Troutdale
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Airport
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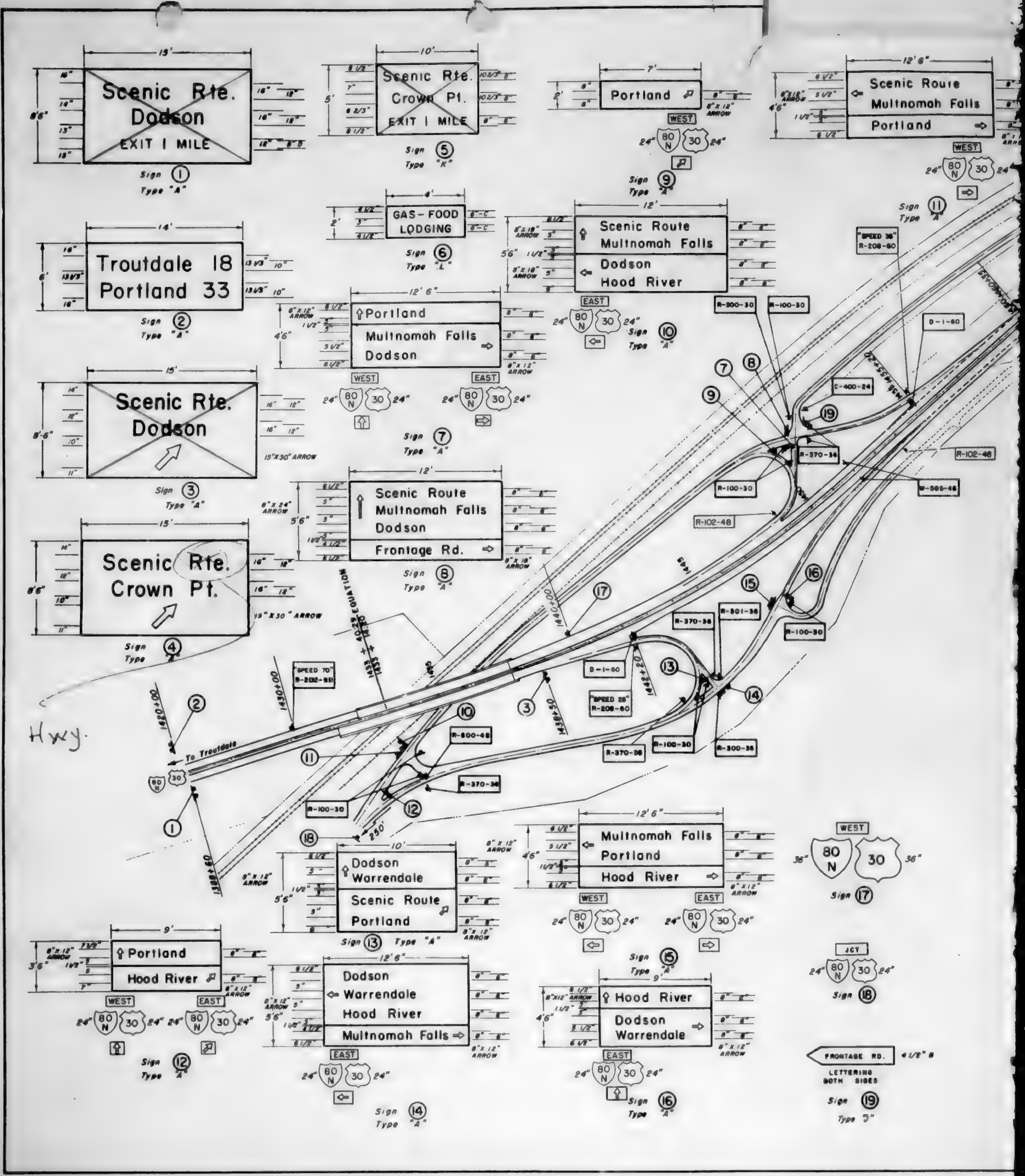
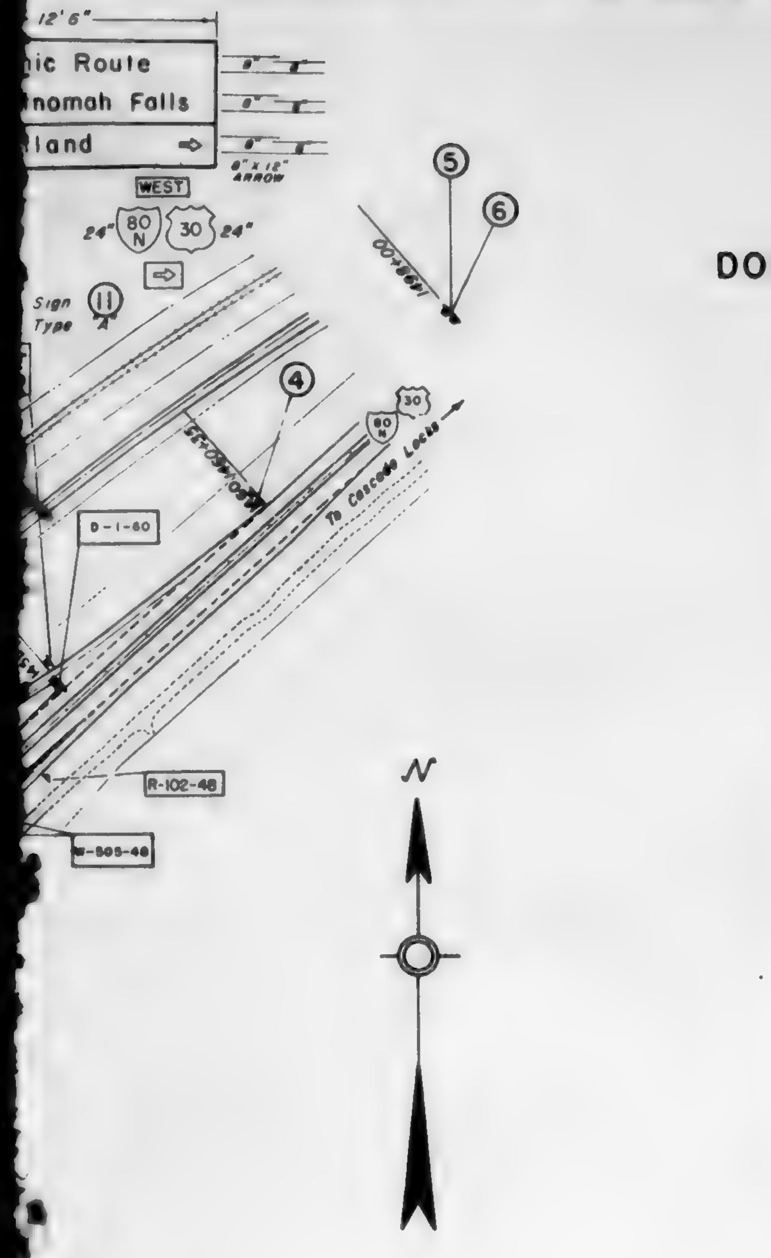
FOR FILING

1-40N

5574




12'6"
ic Route
nomah Falls
tland
8"
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WEST
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30
24"
Sign Type 'A'
⑪
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1498+00
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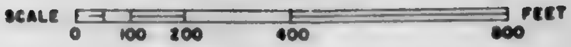
30
To Cascade Locks
D-1-60
R-102-48
W-505-48
N


SCALE
0
100
200
400
800
FEET

DODSON INTERCHANGE

POST STUBS

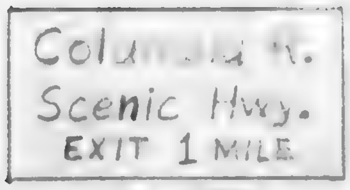
Station	Sign No & Stub Location [1]	Size & Type	Length [2]	Finished Height Above Pav Edge	Spacing	Dist. From Edge Of Shoulder To Stub
1388 + 60 R	1 – Left	8"x8" BP 36#	19'-6"	1'-0"	9'-0"	5'-0"
1388 + 60 R	1 – Right	8"x8" BP 36#	21'-6"	1'-0"	9'-0"	14'-0"
1420 + 00 L	2 – Left	8"x8" BP 36#	17'-0"	1'-0"	8'-4"	4'-10"
1420 + 00 L	2 – Right	8"x8" BP 36#	20'-6"	1'-0"	8'-4"	13'-2"
1438 + 50 R	3 – Left	8"x8" BP 36#	20'-0"	1'-0"	9'-0"	5'-0"
1438 + 50 R	3 – Right	8"x8" BP 36#	21'-6"	1'-0"	9'-0"	14'-0"
1460 + 35 L	4 – Left	8"x8" BP 36#	21'-0"	1'-0"	9'-0"	5'-0"
1460 + 35 L	4 – Right	8"x8" BP 36#	21'-0"	1'-0"	9'-0"	14'-0"

POSTS

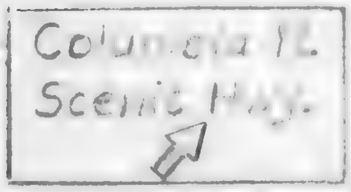
Station	Sign No.	No. Posts Req'd	Size and Type	Length	Spacing	Minimum Foundation Depth	Remarks
1388+60 R	1	2	8"x4" B 15#	12'-0"	9'-0"		
1420+00 L	2	2	8"x4" B 10#	12'-0"	8'-4"		
1438+50 R	3	2	8"x4" B 15#	12'-0"	9'-0"		
1460+35 L	4	2	8"x4" B 15#	12'-0"	9'-0"		
1498+00 L	5	1	8"x8" Wood S4S	22'-0"	6'-0"	8'-0"	Left post as facing sign
1498+00 L	5	1	" " "	24'-0"	"	"	Right post as facing sign
1498+00 L	6						Mount on Left post of sign No. 5
	7	2	8"x8" Wood S4S	20'-0"	7'-6"	8'-0"	Directional Marker Assembly on each post
	8	2	" " "	22'-0"	7'-4"	"	
	9	2	4"x6" " "	14'-0"	4'-2"	4'-0"	Directional Marker Assembly on Right post
	10	2	8"x8" " "	22'-0"	7'-4"	6'-0"	" " " " Left post
	11	2	" " "	20'-0"	7'-6"	"	" " " " Right post
	12	2	6"x8" " "	18'-0"	5'-6"	6'-0"	" " " " each post
	13	2	8"x8" " "	22'-0"	6'-0"	8'-0"	
	14	2	" " "	"	7'-6"	"	Directional Marker Assembly on Left post
	15	2	" " "	20'-0"	"	"	" " " " each post
	16	2	" " "	22'-0"	5'-6"	"	" " " " Left post
1442+20	D-1-60	2	6"x8" " "	20'-0"	3'-8"	6'-0"	
1455+20	D-1-60	2	" " "	"	"	"	

[1] Location of stub or post as facing the sign face

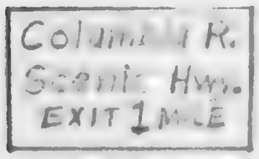
[2] Length includes 2'-0" allowance for fresh heading, etc.


Columbia R.
Scenic Hwy.
EXIT 1 MILE

Sign ①


Columbia R.
Scenic Hwy.

Sign ③


Columbia R.
Scenic Hwy.
EXIT 1 MILE

Sign ⑤

APPROVED:

J. H. Crandall
TRAFFIC ENGINEER

G. H. Parson
ASST. STATE HIGHWAY ENGINEER

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION

SIGNING INSTALLATION
MULTNOMAH FALLS - DODSON SECTION
COLUMBIA RIVER HIGHWAY (80N) & (US 30)
MULTNOMAH COUNTY

DATE AUGUST, 1959
ACCOMPANIED BY DWGS.
Details S1 - S8 incl.
Plans S19

SHEET 1 OF 9

T.E.D. DWG. NO. S19

RECEIVED

DORMAN CONSTRUCTION COMPANY

[illegible] EAST FIRST STREET · TELEPHONE OX 3-1434 · VANCOUVER, WASHINGTON

1-80N-2(13)
28
5574

August 19, 1960

CERTIFIED LETTER
RETURN RECEIPT

The American Insurance Company
1220 S. W. Columbia Street
Portland, Oregon

Attention: Mr. Stanley P. Duyck and
Mr. Fowler

Gentlemen:

Dorman Construction Company holds a contract from the State Highway Commission of the State of Oregon for certain highway work on the Multnomah Falls-Dodson section of the Columbia River Highway in Multnomah County, Oregon. The contract is No. 5574. On January 20, 1960, this company entered into a sub-contract with Keith Hart and Kenneth S. Barnard, partners d.b.a. Associated Outdoor Advertising Co., 3023 S. W. Corbett, Portland 1, Oregon. Under the terms of the sub-contract Associated Outdoor Advertising Co. contracted to perform items 35 through 45, inclusive, of the basic contract for a certain monetary consideration stated in the sub-contract. Under paragraph 5d of the sub-contract, the sub-contractor was required to furnish a performance and payment bond in the covering amount of $13,326.64. Such a bond was issued by The American Insurance Company under date of April 4, 1960, Bond No. S-472 6577.

Yesterday, August 18, 1960, Mr. Kenneth S. Barnard, one of the partners of Associated Outdoor Advertising Co., was in our office and advised us that he could not complete performance of the sub-contract, that he was out of funds and was unable to continue. This morning he called our office and advised that he was hoping and planning to get a drilling outfit to the job site to proceed with the necessary work. In view of his statement yesterday, however, we have decided to send you this notice pursuant to paragraph 2 of your bond, declaring that the principal, Associated Outdoor Advertising Co., is in default in performance of the said sub-contract, and demanding that under the terms of the bond you make any and all necessary arrangements to proceed with the performance and completion of the said sub-contract.

Because of traffic conditions at the job site and other matters, time is very important in this matter, and we request your immediate attention

NOTED

to this sub-contract. We shall, of course, stand ready to cooperate with you in your arrangements to complete performance of the sub-contract. Will you please notify us immediately as to what plans and arrangements you are making to provide for completion of the sub-contract.

Yours truly,

DORMAN CONSTRUCTION COMPANY

By______________________________
Bob Dorman, President

cc: Oregon State Highway Commission
Salem, Oregon

Mr. Clay Cornett, Resident Engineer
Oregon State Highway Department
P. O. Box 625
Troutdale, Oregon

Associated Outdoor Advertising Co.
3023 S. W. Corbett
Portland, Oregon

RECEIVED
AUG 9 - 1960
FOR FILING

I 80N-2(13)28

~~5918~~ 5574

A

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
August 8, 1960

SUBJECT: Cascade Locks City Light

To: Forrest Cooper

Relocation of facilities owned by Cascade Locks City Light was performed under three contracts.

The contract for relocation on the Stebco-Dodson Section was performed by Olson Electric Company under contract 5534 at a cost of $45,795.81.

Payments to Dorman Construction Company for the Multnomah Falls-Dodson paving contract included $314.33 for replacing one power pole.

Grading contract of Gibbons and Reed Company includes relocating power lines within the Dodson-Bonneville Section but has not been completed. The estimated cost for relocating the facilities within this section is $31,300.

Engineering costs at 8 per cent will bring the total cost for relocating the facilities to approximately $85,000.

C H Maison
C. H. Maison
Auditor

lg

REFERRED TO
Lindes
BY DEPUTY STATE HIGHWAY ENGINEER
appropriate action
(Collect)

RECEIVED
AUG 8 1960
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
JL 21 1960
FOR FILING

[illegible]

5574

July 21, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 7 covering cleaning ditches and slopes on the Multnomah Falls-Dodson Section of the Columbia River Highway in Multnomah County, Contract No. 5574, in connection with Federal Aid Project No. I-80N-2(13)28.

During the winter, ice caused a creek to overflow, eroding slopes and filling ditches. The grading was done under a previous contract and repair is to be done as an extra work item.

Due to the necessity of having this work done so the paving can proceed, it has been started upon verbal approval by the BPR Highway Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Enc.

RECEIVED
JUL 21 1960
FOR FILING

I 80N 2(13)28

5574

A

July 20, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering the paving of an 84" corrugated metal pipe cattle pass on the Multnomah Falls-Dodson Section of the Columbia River Highway in Multnomah County, Contract No. 5574, in connection with Federal Aid Project No. I-80N-2(13)28.

An 84" cattle pass under the existing highway at Station 1457+95 is to be cleaned out and paved in accordance with condemnation of the Joseph A. Bucher property.

This work has been verbally approved by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Enc.

RECEIVED
JUL - 1 1960

FOR FILING

I-80N-2(13)22

5574

A

June 30, 1960

Dorman Construction Co.
2818 East First Street
Vancouver, Washington

Attention: Mr. W.J. Craine
RE: Associated Outdoor Advertising Co.
Subcontractor under
Contract No. 5574

Gentlemen:

On May 10, 1960 we corresponded with you regarding the above account.

You very kindly called us subsequently on May 12, 1960 and advised us, that when their portion of the work was completed, you would settle their account.

We would like to ascertain the status of the job at this time, if it is convenient for you to give us this information.

Yours truly

McCORMICK & BAXTER CREOSOTING CO.

By____________________
Wm. H. Hall, Controller

RECEIVED
JUL 1 1960
OREGON
STATE HIGHWAY COMMISSION

WHH rr
cc: Oregon State Highway Comm. ✓
Salem, Oregon

A

RECEIVED
MAY 6 - 1960

FOR FILING
I-80N-2(13)28

5574

May 6, 1960

McCormick & Baxter Creosoting Co.
6900 North Edgewater Street
Portland, Oregon

Attention: Mr. Wm. H. Hall
Controller

Gentlemen:

This is in reply to your letter of May 2 concerning the treated sign posts which you furnished to the subcontractor on the Multnomah Falls-Dodson project in Multnomah County.

Our records indicate that this is the Dorman Construction Co. Contract No. 5574 for paving the Multnomah Falls-Dodson Section of the Columbia River Highway in Multnomah County. The surety is the United Pacific Insurance Company, through Victor S. Risley Co., 223 Board of Trade Building, Portland 4.

This contract was awarded by the State Highway Commission on December 16, 1959.

If we may be of further service to you, please let us know.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

CHAS. R. McCORMICK, JR.
PRESIDENT

JAMES A. MACGREGOR
VICE-PRESIDENT

McCORMICK & BAXTER CREOSOTING CO.
Mailing Address: P. O. BOX 3344 • PORTLAND 8, OREGON
PRESSURE TREATED PILING, POLES,
TIMBER AND TIES
TELEPHONE BUTLER 5-8394
TELETYPE PD 231
6900 NORTH EDGEWATER STREET
PORTLAND, OREGON

OFFICES
SAN FRANCISCO, CAL.
LOS ANGELES, CAL.
TREATING PLANTS
STOCKTON, CALIFORNIA
PORTLAND, OREGON

PENTACHLOROPHENOL
BOLIDEN SALTS
CREOSOTE
ARSAN
PREFABRICATION
KILN DRYING

May 2, 1960

Contract 5574

Oregon State Highway Commission
Salem, Oregon

RE: Associated Outdoor Advertising Co.
Sub-contractor on Multnomah Falls - Dodson Section
of Columbia River Highway Project

Gentlemen:

On February 23, 1960, we furnished 53 Pentachlorophenol-Petroleum treated sign posts to the Associated Outdoor Advertising Co., who, we understand are sub-contractors on the above project.

On February 23, 1960, we invoiced the Associated Outdoor Advertising Co., on our invoice No. P-8618 in the amount of $552.70 for the material furnished. To date, we have not been paid.

In conversation today with Mr. Ken Burnard of the Associated Outdoor Advertising Co., we were advised that he was in partnership with a Mr. Keith Hart and that this partnership was in the process of being dissolved.

At this time, we would like to establish who the principal contractor on the above job is and also the name of the bonding company. We desire this information in order to protect our materialman lien rights.

Your attention to this will be appreciated.

Very truly yours,

McCORMICK & BAXTER CREOSOTING CO.

By
Wm. H. Hall, Controller

WHH gs
cc: AHL
JAM

RECEIVED
MAY 5 1960
SALEM
STATE HIGHWAY COMMISSION

A

RECEIVED
APR 22 1960
FOR FILING
[illegible](13)28
5574

April 21, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 2, Account No. [illegible] covering the removal of the Oneonta haul road trestle on the Multnomah Falls-Dodson Section of the Columbia River Highway in Multnomah County, Contract No. 5574, in connection with Federal Aid Project No. I-80N-2(13)28.

This work is an anticipated item of the project and is in accordance with the agreement with the Union Pacific Railroad No. 262, dated August 18, 1939, and extended by various supplements to August 17, 1961. This has been checked with and verbally approved by the BPR Area Engineer.

The total estimated amount of the order is $3,220.00 with Federal participation of $2,900.00.

Your approval of this order under the provisions of PPM 30-3 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:jb
Enc.

A

RECEIVED
APR 12 1960
FOR FILING

I 80N-2(13)28

5574

April 11, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering directional signing on the Multnomah Falls-Dodson Section of the Columbia River Highway in Multnomah County, Contract No. 5574, in connection with Federal Aid Project No. I-80N-2(13)28.

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of the traffic and workmen.

Attached is Plan Sheet No. 6, Dodson Interchange, indicating the stage construction for which signing will be revised. Stage 1 detour signing will be for construction of the "A" line. Stage 2 detour will route traffic over the "A" line while "D" and "C" lines are under construction.

This order has been discussed with, and verbally approved by the BPR District Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:sw
Encl.

A

RECEIVED
APR 12 1960
FOR FILING

I-80N-2(13)28

5574

April 11, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering the furnishing of guardrail material on the Multnomah Falls-Dodson Section of the Columbia River Highway in Multnomah County, Contract No. 5574, in connection with Federal Aid Project No. I-80N-2(13)28.

This order covers the furnishing of guardrail material to replace rail damaged prior to award of the contract. Placing of the guardrail will be done under the contract bid item "salvaging and reinstalling guardrail".

This has been verbally approved by the BPR District Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:sw
Encl.

A

RECEIVED
APR - 3 1960
FOR FILING
I-SGN-2(15)28

5-701

April 7, 1960

Mr. Harry Cramblett, Secretary
The Port of Cascade Locks
Cascade Locks, Oregon

Dear Sir:

This may be considered your authority to secure 8,000 cubic yards of crushed rock from the state-owned Yeon Quarry on the Multnomah Falls-Dodson Section. The Dorman Construction Company is set up in this quarry.

No royalty will be charged the Port, providing that the material is only for public use. Please deal directly with the contractor with respect to the purchase.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Dorman Construction Company
Mr. Forrest Cooper
Mr. Tom Edwards
Mr. A. E. Johnson
Mr. Clay Cornett

FC:fn ae

MUNICIPAL POWER AND WATER SYSTEM

INDUSTRIAL SITES ON LAKE BONNEVILLE

Scenic Columbia Gorge

THE PORT OF CASCADE LOCKS

CASCADE LOCKS, OREGON

REFERRED TO
Cooper
By State Highway Engineer

April 4, 1960

Mr. W. C. Williams
Oregon State Highway Engineer
State Highway Building
Salem, Oregon

Dear Mr. Williams:

We should like to have the Dormen Construction Company crush approximately 8,000 yards of rock for the Port of Cascade Locks.

The Dormen Construction Company has been contacted and they informed us that we would have to obtain permission from you to have the rock crushed.

We'd appreciate your immediate reply to this request.

Sincerely yours,

Larry Gamblett

Secretary

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR [illegible] 1960
[illegible]

RECEIVED
MAR 30 1960
FOR FILING

I-80N.2(3)128

5774

A

March 29, 1960

Mr. McDon L. Bonta
Recorder
City of Cascade Locks
Cascade Locks, Oregon

Dear Mr. Bonta:

Your request for permission from the State Highway Department to purchase approximately 1,000 cubic yards of crushed rock from the Dorman Construction Company has been referred to this office. This firm is now set up in the state-owned Yeon Quarry producing aggregates for the Multnomah Falls-Dodson paving project.

Your request to purchase 1,000 cubic yards is approved without payment of any royalty to the State providing that the material will be used for City work. You should deal directly with the contractor on the financial aspects of the transaction.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Dorman Construction Co.
Mr. John M. Carlson

Mr. Forrest Cooper
Mr. Tom Edwards
Mr. A. E. Johnson
Mr. Clay Cornett

FBK:fp se

FORM E-30 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

March 23rd, 1960

SUBJECT: Multnomah Falls-Dodson Section
Columbia River Highway
Contract 5574

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

I am forwarding herewith a letter from the City of Cascade Locks, asking our permission to have the Dorman Construction Company produce between 500 and 1,000 yards of rock for use on city streets.

Checking with Dorman, we find that they have asked him for 500 yards of 3/4"-0, on which he has quoted a price of $1.00 per ton. This price appears to be entirely reasonable. We, therefore, recommend that Dorman be permitted to sell rock to the City of Cascade Locks without payment of royalty.

A V Benedict

A. V. BENEDICT
Assistant Division Engineer

AVB:w
Encl.
cc: Clay Cornett

Flah oo

CONSTRUCTION DIVISION
RECEIVED
MAR 24 1960
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE CO

MUNICIPAL · OWNED · WATER · LIGHT · AND · POWER

City of Cascade Locks

Cascade Locks, Oregon

March 21, 1960

State of Oregon
State Highway Department
9200 SW McLoughlin Blvd.
Portland, Oregon

Attention: Mr. A. E. Johnson, Div. Eng.

Gentlemen:

The City of Cascade Locks would appreciate permission from the State Highway Department to purchase crushed rock from the Dorman Construction Company which is presently crushing rock in the old state pit near Warrendale.

It is our intention to use this rock for our summer street resurfacing program. We will need approximately 500 to 1000 yards. Mr. Dorman has asked that we obtain clearance through you for this purpose.

Hoping to hear from you soon, we remain,

Sincerely yours,

CITY OF CASCADE LOCKS

BY McDon L. Bonta
McDon L. Bonta, Recorder

P. S.
Would you please address a copy of your reply to:
Mr. John M. Carlson
Cascade Locks, Oregon

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MAR 9 1960
FOR FILING

[illegible]

5574

March 8, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering the lowering of a water line on the Multnomah Falls-Dodson Section of the Columbia River Highway in Multnomah County, Contract No. 5574, in connection with Federal Aid Project No. I-80N-2(13)28.

It is necessary to lower the Haight domestic water line for construction of the highway. The line is shown on the plans to be done by others. The owner is not equipped or insured to do the work on the public right of way. The contractor will do the work on force account basis.

No additional or special benefit will accrue to the land owner by reason of this order.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Enc.

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A

March 4, 1960

Oregon State Highway Commission

Gentlemen:

At 9:30 A.M. on March 3, 1960, approval was granted for the installation of 35-mile-per-hour construction speed zone signs covering the Multnomah Falls-Dodson Section on the Columbia River Highway between M.P. 29.5 and M.P. 36.6.

Your concurrence is requested for the establishment of the speed zone through this section of highway.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. G. S. Paxson
Mr. F. B. Crandall

VPJ:pk ae

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OREGON
WASHINGTON
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I 80N-2(13)28

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U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to
08-35.5

408 State Highway Building
Salem, Oregon

January 29, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter

Re: Telephone Line Adjustment
Multnomah Falls-Dodson Section
Contract No. 5574
Project No. I-80N-2(13)28

Dear Sir:

Reference is made to your letter of January 22, 1960.

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated December 10, 1959 and January 19, 1960, regarding the adjustment of facilities of the referenced utility company.

Authorization to proceed with the work is granted as of January 22, 1960. Approval is subject to the provisions of PPM 30-4.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
E. H. Cowan
District Engineer

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ENGINEER

[illegible]

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I-80N-2(13)28

5574

January 22, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: Telephone Line Adjustment
Multnomah Falls-Dodson Section
Contract No. 5574
Project No. I-80N-2(13)28

Dear Sir:

Herewith are the following data in connection with adjusting the lines of the Pacific Telephone and Telegraph Company on the subject project in Multnomah County:

1. Two copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the company for certain portions of the adjustment.
2. Two copies of the company's estimate of cost for adjusting its lines.
3. Two copies of the sketch prepared by the company covering the relocation of the lines.

Your approval of the agreement and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:mm

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COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

A

January 20, 1960

Dorman Construction Co.,
2818 East 1st St.,
Vancouver
Washington

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5574, awarded December 16, 1959, for paving the Multnomah Falls-Dodson Section of the Columbia River Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Encl.

RECEIVED
JAN 22 1960
FOR FILING

I-80N-2(13)28

5574

January 13, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Multnomah Falls-Dodson Section of the Columbia River Highway in Multnomah County, Contract No. 5574, in connection with Federal Aid Project No. I-80N-2(13)28.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. M. Stephenson
Asst. State Highway Engineer

Encl.
DBP:cr

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FOR FILING

I-80N-2(13)28

5574

January 4, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on December 30, 1959, on Contract No. 5574, Multnomah Falls-Dodson Section, in Multnomah County, in connection with Federal Aid Project No. I-80N-2(13)28.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DWP:jb

A

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T 80N [illegible]

5574

December 21, 1959

Mr. R. M. Brown, District Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Dear Sir:

We are mailing, under separate cover, a copy of
Contract No. 5574 covering paving work on the Multnomah Falls-
Dodson Section of the Columbia River Highway in Multnomah
County.

In general the work is to be performed without inter-
ference with railroad facilities except for backfilling the
Oneonta Pit haul road under the railroad undercrossing structure
"P" Stations 2+01.7 to "P" 2+58.2 and extension of existing 24-
inch culvert pipe as indicated on Sheets 2A and 6A of the plans;
also completion of embankment at west end of Dodson Overcrossing
structure, fill encroachment "A" line Stations 1436+70 to
1440+25 and drainage as indicated on Sheet 6 of the plans.

Provisions call for the contractor to protect your
companies tracks, facilities, communication lines and any other
property of your company which might be damaged by the contractor's
operations as set forth in the inserttitled "Relations with Rail-
road Company"; also the contractor shall furnish protective and
liability insurance of the kinds and in the amounts indicated on
Page 58 and as set forth in the insert titled "Railroad Protective
Insurance".

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

cc: G. S. Paxson
J. W. DeSousa

JWR:sm

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DEC 17 1959
FOR FILING
[illegible]
5574

December 16, 1959

Dorman Construction Company
2818 East First Street
Vancouver, Washington

Gentlemen:

The State Highway Commission on December 16, 1959 awarded to you State Highway Contract No. 5574 for stone base, paving and signing on the Multnomah Falls-Dodson Section of the Columbia River Highway in Multnomah County.

This award was based on your bid of $480,154.64 which was the low bid submitted to the Commission on December 8, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

RECEIVED

FOR FILING

5574

When replying, refer to
08-35.4-0

408 State Highway Building
Salem, Oregon

December 16, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5574 for Oregon Project I-80N-2(13)28, Multnomah Falls-Dodson (Paving), Columbia River Highway, to Dorman Construction Company of Vancouver, Washington, low bidder in the amount of $480,154.64 at the December 8, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

[illegible]

NOTED
[illegible]

IDAHO
MONTANA
OREGON
WASHINGTON
RECEIVED
DEC 11 1959

FOR FILING

I-80N-2(13)28

5574

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

[illegible] State Highway B[illegible]
Salem, Oregon

December [illegible], 1959

[illegible] Williams
[illegible] Highway Engineer
[illegible]

Re: Oregon Project I-80N-2(13)28
Multnomah Falls-Dodson Section
Columbia River Highway,
Telephone Line Adjustments,
Dodson Interchange Area

Dear Sir:

Reference is made to your letter dated September 21, 1959, requesting approval of the revised location of telephone [illegible] as shown on the map which accompanied your letter.

The location is approved and it appears that your issuance of proper permits would be in order.

Very truly yours,

C. G. Polk
Division Engineer

Porter
Edwards

RECEIVED
[illegible] 1959
FOR FILING
I-80N-2(13)28

5574

When replying refer to:
08-35.h

Date: November 20, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

RE: Oregon Project I-80N-2(13)28
Multnomah Falls-Dodson Section-
Paving Columbia River Highway

Dear Sir:

We have approved P. S. and E. documents, subject project, today. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending our receipt of an acceptable State-Railroad agreement.

Very truly yours,

C. G. Polk
Division Engineer

Orig.
Foster

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FOR FILING

I-80N-2(15)6?

5574

November 23, 1959

Mr. R. M. Brown, District Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Dear Sir:

We are mailing, under separate cover, a copy of the Special Provisions and Plans covering paving work on the Multnomah Falls-Dodson Section of the Columbia River Highway in Multnomah County; bids for which are to be received in Salem on December 8, 1959.

In general, the work is to be performed without interference with railroad facilities except for backfilling the Oneonta Pit haul road under the railroad undercrossing structure "P" Stations 2+01.7 to "P" 2+58.2 and extension of existing 24-inch culvert pipe as indicated on Sheets 2A and 6A of the plans; also completion of embankment at west end of Dodson Overcrossing structure, fill encroachment "A" line Stations 1436+70 to 1440+25 and drainage as indicated on Sheet 6 of the plans.

Provisions call for the contractor to protect your company's tracks, facilities, communication lines and any other property of your company which might be damaged by the contractor's operations as set forth in the insert titled "Relations With Railroad Company"; also the contractor shall furnish protective and liability insurance of the kinds and in the amounts indicated on page 58 and as set forth in the insert titled "Railroad Protective Insurance".

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

cc: G. S. Paxson
J. W. Descum

JWR:cr

RECEIVED
MAR 11 1959
FOR FILING
OREGON DISTRICT

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

I-80N-2(13)28
When replying, refer to
08-35.4

5574

March 6, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-2(13)28
Multnomah Falls-Dodson Section (paving)
Columbia River Highway

Dear Sir:

We have today approved P. S. and E. documents for subject project. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending your advice that all rights-of-way or rights-of-entry have been acquired and your submission of a satisfactory State-railroad agreement.

We suggest that during construction further study be made, looking toward the elimination of Type I fencing at some locations where its use may not be fully warranted and its addition at others where the need is indicated.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

Copy of this letter
sent to Hil Young for
attention to this suggestion.

NOTED
S. H. [illegible]

RECEIVED
MAR - 9 1959
OFFICE OF
STATE HIGHWAY ENGINEER

F-90(5) S. Unit, Grass Valley-Kent 1959
Sec. of Sherman Hwy.
#5575 (Grad. & Pav,)

9

RECEIVED
DEC 21 1962

FOR FILING

5519

December 20, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

We are sending three copies of reclaim voucher and rebuttal statement for the South Unit, Grass Valley-Kent Section, Project No. F-90(5).

The reclaim voucher in the amount of $283.70 concerns preliminary engineering items cited in your memorandum dated July 23, 1962. Accordingly, we request your review of the attached rebuttal statement and hope the information is sufficient to permit reimbursement for the reclaimed items.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. E. Young
Office Engineer

DAR:er

RECEIVED
DEC 21 1962
FOR FILING

5573

December 20, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Re: South Unit, Grass Valley-Kent Section, Project F-90(5)

Dear Sir:

As stated in your final voucher audit citation for Project F-90(5), the preliminary engineering costs were accumulated under prefix 28-1426 which covered a 13-mile section between Grass Valley and Kent. While Project F-90(5) extended northward from Kent only a distance of 6.742 miles. For this reason your audit cited the total eligible cost of $921.84 and allowed only a mileage pro rata share of 51.86% or $478.07.

The State believes the entire amount to be a correct charge and should be allowed for the following reasons: Construction PS & E approval of the north 6.742-mile portion was made May 22, 1957 under Projects F-152(5) and F-90(3). The work was completed July 21, 1958, with the resulting improvement consisting of two 11' lanes high-type pavement with 8' shoulders. Accordingly, no PE costs were incurred on this northern constructed portion subsequent to the PE authorization date of August 28, 1958 for Project F-90(5). Please be advised these subsequent charges were incurred by the Construction Division, Rural Design Department and the Office Engineers' Division Road Design Department in connection with completion of the PS & E documents for contracting the construction of Project F-90(5).

With this additional information may we request your review of the attached citation, in amount of $443.77.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

JHM:er

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[illegible] 1962

FOR FILING

5575

477 Cottage St. N.E.
Salem, Oregon

July 23, 1962

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

08-35.5

A. W. Parsons, Division Engineer
Salem, Oregon

C. C. Pike
For
BY: L. R. Backlund
Administrative Manager

Oregon Project F-90(5)
S. Unit, Grass Valley-Kent Section
Voucher No. 10 - Final
Net amount claimed $59,903.00

The subject voucher has been approved in the reduced amount of $58,232.34. Deduction has been made in accordance with the attached Schedules of Exceptions, Nos. 1, 2, 3 and 5.

Total amount of Deductions	$2,613.26
Federal aid pro-rata	63.93%
Net deductions	$1,670.66

In the event you disagree with the deduction made, it will be necessary to present a reclaim in accordance with Instructional Memorandum 4-1-61.

Attachments

original To Young
with attachments

7-24-62

NOTED
R. L. PORTER

Monthly transaction number 9-2	Fc -2A U.S. DEPARTMENT OF COMMERCE (5-[illegible]-67) BUREAU OF PUBLIC ROADS	te Oregon
Project report number 10	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT 8-28-61	County Sherman
		Project number F-90(5)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on February 10, 19 60, is hereby modified as follows:

Revised estimated total cost of project $ 548,193.00

Revised Federal funds $ 347,942.00

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 28 day of August 28, 19 61.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By: C. C. Pike
C. C. Pike
Acting Administrative Manager

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FOR FILING

FORM CD-121
(1-22-59)

UNITED STATES [illegible]ERNMENT

Memorandum

U.S. [illegible]RTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: August 24, 1961

Polk

FROM : C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

SUBJECT: Modification of Federal-aid Project Agreements

Attached are two copies of proposed modification of Federal-aid project agreements for the following projects:

F-90(5)	South Unit, Grass Valley-Kent Section
F-150(9)	Depot Slough Section

If the project agreements are satisfactory, they should be signed and returnec to this office.

Attachments - 2

NOTED
FORREST COOPER

RECEIVED
AUG 24 1961
OFFICE OF
STATE HIGHWAY ENGINEER

August 25, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of Modification of Project Agreement, signed by a Highway Official, the South Unit, Grass Valley-Kent Section, Project No. F-90(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bm

Contract 5575 2-10-60 A

Money Transaction No. RECEIVED [illegible] 1960	Fo -2 (9 ,7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
Project Report No. FOR FILING	FEDERAL-AID PROJECT AGREEMENT	County **Sherman**
7 F-90(5) 5575		Project No. **F-90(5)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
U.S. 97, South end F-90(3) to Kent
(S. Unit, Grass Valley-Kent Section)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	8-28-58	------
Rights-of-Way		
Construction	11-20-59	6.7
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 345,529	Federal funds $ 332,600

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
~~Deputy~~ **State Highway Engineer**
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
By
Division Engineer

By: RCWright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **February 10, 1960**

USComm-DC 40257

February 5, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the S. Unit, Grass Valley-Kent Section, Project No. F-90(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLC:sm

January 20, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the South Unit, Grass Valley-Kent Section, Project No. F-90(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:mm

Oregon State Highway Department

Federal Aid
Project No. F-90(5)

SOUTH UNIT, GRASS VALLEY-KENT SECTION OF THE SHERMAN HIGHWAY IN SHERMAN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 5, 1960

Type Code P. E.

Preliminary Engineering	All	Required		$ 6,000.00

Type Code 6201
Roadway (Sta. 1284+00 to Sta. 1640+00)(Contract No. 5575)

Clearing and Grubbing	All	Required		$ 8,000.00
Drainage Excavation, Unclassified	1,440	cu. yds.	$ 3.25	4,680.00
General Excavation, Unclassified	218,000	cu. yds.	0.46	100,280.00
Short Overhaul	699,000	yd. sta.	0.015	10,485.00
Long Overhaul	7,100	C-yd. sta.	0.40	2,840.00
Finishing Roadbed and Slopes	6.74	miles	1,000.00	6,740.00
Rounding Cutbanks	33,400	lin. ft.	0.20	6,680.00
12-inch Corrugated Metal Pipe	160	lin. ft.	3.00	480.00
24-inch Corrugated Metal Pipe	2,300	lin. ft.	5.60	12,880.00
36-inch Corrugated Metal Pipe	270	lin. ft.	11.75	3,172.50
54-inch Corrugated Metal Pipe	150	lin. ft.	29.00	4,350.00
60-inch Corrugated Metal Pipe	50	lin. ft.	29.75	1,487.50
96-inch Structural Plate Pipe, 12 Gage	120	lin. ft.	46.00	5,520.00
Salvaging Culvert Pipe	450	lin. ft.	2.00	900.00
Metal Guard Rail	2,300	lin. ft.	2.60	5,980.00
Guide Posts, Type W-2	200	only	6.75	1,350.00
Reconstruction of Type 1 Fence	140	rods	2.50	350.00
Coarse Crushed Material in Base	109,800	tons	1.25	137,250.00
3/4" - 0 Material in Base	18,400	tons	1.30	23,920.00
Sprinkling	2,700	M-gals.	3.00	8,100.00
Preparation of Base	6.74	miles	200.00	1,348.00
3/4" - 0 Material in Base	930	cu. yds.	2.80	2,604.00
Furnishing and Placing Aggregates	3,010	cu. yds.	2.95	8,879.50
RC-3 Asphalt	150	tons	44.00	6,600.00
120-150 Asphalt	240	tons	40.00	9,600.00
RS-1 Asphalt	70	tons	43.00	3,010.00
Extra for Oiling Approaches	30	only	25.00	750.00
Asphaltic Concrete Mixture	18,900	tons	3.35	63,315.00
Asphalt in Mixture	1,140	tons	32.00	36,480.00
				$478,031.50

Flagging (57½% of Contractor's Costs)	All Required	$ 1,000.00
Signing (Temporary)	All Required	100.00
Signing (Permanent)	All Required	150.00
Seeding and Mulching	All Required	4,500.00
Work by Pacific Tel. & Tel. Co.	All Required	6,700.00
	Subtotal	$490,481.50
	10% Engr. & Cont.	49,047.50
	Total	$539,529.00

Length of Roadway . . . . 6.742 Miles
Cost of Roadway Per Mile. . . . . $ 80,025.60

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 6,000.00	$ 3,600.00	$ 2,400.00
Roadway	539,529.00	329,000.00	210,529.00
	$545,529.00	$332,600.00	$212,929.00

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939

State Funds For Maint.: Chap. 529, Laws 1939

SOUTH UNIT, GRASS VALLEY-KENT SECTION

PROJECT NO. F-90(5)

Estimate Costs of Work by The Pacific Telephone and Telegraph Company

Labor	$4,300.00	
Materials	1,700.00	
Equipment	800.00	
Salvage Credit	100.00	Cr.
	$6,700.00	
Use	$6,700.00	

Oregon State Highway Department

Federal Aid
Project No. F-90(5)

SOUTH UNIT, GRASS VALLEY-KENT SECTION OF THE SHERMAN HIGHWAY IN SHERMAN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 5, 1959

Type Code P.E.

Preliminary Engineering	All Required		$ 6,000.00

Type Code 6201
Roadway (Sta. 1284+00 to Sta. 1640+00)

Clearing and Grubbing	All	Required		$ 10,000.00
Drainage Excavation, Unclassified	1,440	cu. yds.	$ 3.00	4,320.00
General Excavation, Unclassified	218,000	cu. yds.	0.45	98,100.00
Short Overhaul	699,000	yd. sta.	0.015	10,485.00
Long Overhaul	7,100	C-yd. sta.	0.35	2,485.00
Finishing Roadbed and Slopes	6.74	miles	1,000.00	6,740.00
Rounding Cutbanks	33,400	lin. ft.	0.20	6,680.00
12-inch Corrugated Metal Pipe	160	lin. ft.	3.75	600.00
24-inch Corrugated Metal Pipe	2,300	lin. ft.	7.50	17,250.00
36-inch Corrugated Metal Pipe	270	lin. ft.	10.00	2,700.00
54-inch Corrugated Metal Pipe	150	lin. ft.	28.50	4,275.00
60-inch Corrugated Metal Pipe	50	lin. ft.	32.00	1,600.00
96-inch Structural Plate Pipe, 12 Gage	120	lin. ft.	56.00	6,720.00
Salvaging Culvert Pipe	450	lin. ft.	2.50	1,125.00
Metal Guard Rail	2,300	lin. ft.	3.00	6,900.00
Guide Posts, Type W-2	200	only	5.50	1,100.00
Reconstruction of Type I Fence	140	rods	4.00	560.00
Coarse Crushed Material in Base	109,800	tons	1.35	148,230.00
3/4" - 0 Material in Base	18,400	tons	1.45	26,680.00
Sprinkling	2,700	M-gals.	3.00	8,100.00
Preparation of Base	6.74	Miles	250.00	1,685.00
3/4" - 0 Material in Base	930	cu. yds.	2.60	2,418.00
Furnishing and Placing Aggregates	3,010	cu. yds.	2.60	7,826.00
RC-3 Asphalt	150	tons	47.00	7,050.00
120-150 Asphalt	240	tons	50.00	12,000.00
RS-1 Asphalt	70	tons	55.00	3,850.00
Extra For Oiling Approaches	30	only	30.00	900.00
Asphaltic Concrete Mixture	18,900	tons	3.60	68,040.00
Asphalt in Mixture	1,140	tons	36.00	41,040.00
				$509,459.00
Flagging (57½% of Contractor's Costs)	All	Required		1,000.00
Signing (Temporary)	All	Required		100.00
Signing (Permanent)	All	Required		150.00
Seeding and Mulching	All	Required		4,500.00
Work by Pacific Tel. and Tel. Co.	All	Required		20,000.00
	Subtotal			$535,209.00

Subtotal	$535,209.00
10% Engr. & Cont.	53,520.90
Total	$588,729.90

Length of Roadway . . . . 6.742 Miles
Cost of Roadway Per Mile. $87,322.73

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 6,000.00	$ 3,600.00	$ 2,400.00
Roadway	588,729.90	359,400.00	229,329.90
	$594,729.90	$363,000.00	$231,729.90

Mr. Williams

RECEIVED
MAY 2 1961

FOR FILING

NOTE.
W. C. WILLIAMS

April 14, 1961

S. Unit, Grass Valley-Kent
Contract No. 5575

F-90(5)

5575

FINAL COST ANALYSIS

Grading and Paving
Contractor: C.R. O'Neil
Resident Engineer: M.D. Glenn

Sherman Highway
Project No. F.90(5)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	1	Lump	8,000.00	1,114.06	1,114.06	8,000.00
Drainage Excav., Unclass.	1,380.2	Cu.Yd.	3.25	3.84	5,300.05	4,485.65
General Excav., Unclass.	231,551.9	Cu.Yd.	0.46	0.607	140,495.87	106,513.87
Short Overhaul	758,887	Yd.Sta.	0.015	0.019	14,620.92	11,383.31
Long Overhaul	8,624.7	C-Yd.Sta.	0.40	0.51	4,428.63	3,449.88
Finish R.B. & Slopes	6.74	Miles	1,000.00	788.36	5,313.60	6,740.00
Rounding Cutbanks	10,325	Lin.Ft.	0.20	0.14	1,453.67	2,065.00
12" Corr.Metal Pipe	158	Lin.Ft.	3.00	2.89	456.68	474.00
24" Corr.Metal Pipe	2,162	Lin.Ft.	5.60	5.41	11,704.15	12,107.20
36" Corr.Metal Pipe	304	Lin.Ft.	11.75	11.79	3,584.58	3,572.00
54" Corr.Metal Pipe	112	Lin.Ft.	29.00	20.06	2,246.14	3,248.00
60" Corr.Metal Pipe	82	Lin.Ft.	29.75	27.20	2,271.80	2,439.50
96" Struc.Plate Pipe	110	Lin.Ft.	46.00	44.52	4,897.39	5,060.00
Salvaging Culvert Pipe	496	Lin.Ft.	2.00	1.76	871.98	992.00
Metal Guard Rail	3,594.5	Lin.Ft.	2.60	2.63	9,457.38	9,345.70
Guide Posts, Type W-2	231	Only	6.75	6.75	1,559.25	1,559.25
Reconstruct Type 1 Fence	128.8	Rod	2.50	2.53	326.13	322.00
Coarse Cr.Mat'l in Base	109,310.6	Ton	1.25	1.25	136,638.25	136,638.25
3/4"-0 Mat'l in Base	18,507.18	Ton	1.30	1.30	24,059.33	24,059.33
Sprinkling	4,945.1	M-Gal.	3.00	3.00	14,835.30	14,835.30
Preparation of Base	6.74	Miles	200.00	185.50	1,250.26	1,348.00
3/4"-0 Mat'l in Binder Crse.	1,163	Cu.Yd.	2.80	2.80	3,256.40	3,256.40

FINAL COST ANALYSIS - Contract No. 5575
South Unit, Grass Valley-Kent Section

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Furnish & Place Aggregates	3,190	Cu.Yd.	2.95	2.95	9,410.50	9,410.50
RC-3 Asphalt	140	Ton	44.00	44.00	6,186.64	6,186.64
120-150 Asphalt	237.25	Ton	40.00	42.40	10,058.66	9,490.00
RC-1 Asphalt	71.32	Ton	43.00	43.00	3,066.76	3,066.76
Extra for Oiling Approaches	33	Only	25.00	25.00	825.00	825.00
Asphaltic Concrete Mixture	18,341.07	Ton	3.35	3.28	60,128.11	61,442.58
Asphalt in Mixture	939.24	Ton	32.00	33.70	31,652.48	30,055.68
PA#1 72" x 44" Arch Type CMP	38	Lin. Ft.	33.10	31.08	1,181.16	1,257.80
EW1 Flagging					4,099.54	4,099.54
EW2 Cattle Guard					387.75	410.19
					$517,140.62	$488,139.53

Total Cost	$ 517,140.62
Gross Revenue	488,139.53
Net Loss	$ 29,001.09

Net Loss equals 5.94% of Gross Revenue

DETAIL OF COST - Contract No. 5575

Labor:				
Labor			$ 78, 393. 48	
Labor Insurance			6, 333. 99	
Health and Welfare			3, 528. 48	$ 88, 25595
Equipment Rental & Miscellaneous Expenses:				
Equipment Rental, Owned			85, 720. 72	
Equipment Rental, Hired			789. 86	
Gas, Oil and Grease			11, 095. 48	
Bond			2, 566. 28	
Explosives			8, 956. 18	
Freight and Postage			1, 285. 35	
Move In			3, 500. 00	
P.U.C.			96. 01	
Small Tools and Miscellaneous Supplies			491. 64	
Home Office and General Overhead			12, 203. 49	126, 705. 01
Work Done by Others:				
Frank Boulne, Crushing and Placing Aggregates			199, 615. 38	
Babler Bros., Paving and Oiling			27, 400. 73	
Highway Protective			10, 451. 81	237, 467. 92
Materials:				
12" Corr. Metal Pipe	158 Lin. Ft.	@ $2. 06	326. 00	
24" Corr. Metal Pipe	2, 162 Lin. Ft.	@ $4. 49	9, 712. 92	
36" Corr. Metal Pipe	304 Lin. Ft.	@ $8. 78	2, 669. 00	
54" Corr. Metal Pipe	112 Lin. Ft.	@ $15. 54	1, 740. 00	
60" Corr. Metal Pipe	82 Lin. Ft.	@ $24. 49	2, 008. 00	
96" Corr. Metal Pipe	110 Lin. Ft.	@ $33. 80	3, 718. 00	
72" x 44" Arch Type CMP	38 Lin. Ft.	@ $25. 84	981. 74	
RC-3 Asphalt	140. 61 Ton	@ $33. 75	4, 745. 59	
120-150 Asphalt	237. 25 Ton	@ $31. 00	7, 354. 75	
RS-1 Asphalt	71. 32 Ton	@ $32. 80	2, 339. 30	
Asphalt in Mix	939. 24 Ton	@ $31. 00	29, 116. 44	64, 711. 74
			TOTAL COST	$ 517, 140. 62

Remarks - Contract No. 5575

This was a "Federal Aid Primary Highway Project" to be conducted in accordance with Federal regulations applying to that class of project, calling for construction of 6.74 miles of highway roadbed, involving approximately 218,000 cubic yards of excavation, 128,200 tons of crushed materials; construct approximately 18,900 tons of asphaltic concrete; construct type 0-11 modified oil mat wearing surface on highway shoulders; and such additional and incidental work as was called for by the specifications and plans.

The north end of the project was at Station 1284+00, which station is approximately 5.9 miles south of the town of Grass Valley. The south end of the project was at Station 1640+00, which station is at the town of Kent. The overall length of the project was 6.74 miles.

The project was bid December 8, 1959, awarded December 16, 1959 and work started January 11, 1960. Considerable rock was encountered necessitating drilling and shooting. The remainder of the excavation was wet due to inclement weather which slowed up progress. Crushing was subcontracted at bid prices. Oiling and paving were done by Babler Bros., and Highway Protective did guard rail. Work was completed September 13, 1960.

Equipment used on project: three D8's with dozers, HD21 with ripper, HD11 with loader, four DW21's with scrapers, two bladers, two 600 cfm compressors, two 2-1/2" air track drills, one 125 cfm compressor, jackhammer, two 10-yard trucks, two 6-yard trucks, two 15-yard Euclid trucks, 2-1/2-yard shovel, B22 shovel, 995 driven tamper, pickups and miscellaneous small tools.

Neither good supervision nor equipment in good shape could overcome weather conditions and solid rock encountered. The loss suffered was reduction in equipment rental rather than actual cash.

M.N. Juve
Chief Cost Analyst

By

H.R. Sturgis

H

RECEIVED
DEC 15 1960
FOR FILING
7-90(1)

5575

December 14, 1960

Great American Insurance Co.,
Wells-Reed Insurance
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5575 for grading-paving the South Unit of the Grass Valley-Kent Section of the Sherman Highway in Sherman County was completed by the contractor, C. R. O'Neil, on September 13, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of $14,231.45 will be released to the contractor after acceptance by the Commission. The total contract amount is $488,139.53, of which amount $4,509.73 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Bldg.,
Portland 4, Oregon

cc: Great American Insurance Co.,
Bond Department
320 California Street
San Francisco 4, California

cc: C. R. O'Neil

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FOR FILING

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5575

October 31, 1960

Great American Insurance Co.,
Wells-Reed Insurance
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to C. R. O'Neil on contract #5575 for grading-paving the South Unit of the Grass Valley-Kent Section of Sherman Highway in Sherman County.

This payment, in the amount of $18,440.26, will be released to contractor on or after November 10, 1960. The retained percentage is $14,518.19.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Great American Insurance Co.,
Bond Department
320 California St.,
San Francisco 4, California

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Bldg.,
Portland 4, Oregon

RECEIVED
SEP 23 1960
FOR FILING
F-90(5)
5575

N

September 23, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 13, 1960, on Contract No. 5575, South Unit, Grass Valley-Kent Section, in Sherman County, in connection with Federal Aid Project No. F-90(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

cc: Clarence G. Swenson

Form E-1—(Rev.)—10M—2-50

7-90 (2)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 16, 19 60

Section South Unit, Grass Valley-Kent

Highway Sherman County Sherman

Contractor C.R. O'Neil

Date of contract December 16, 1960, 19

Date work started January 11, 1960, 19

Project authorization $ 566,754.19

Exclusive of engineering $ 503,781.30

Kind of work Grading & Paving

Section prefix 28-1029

Contract number 5575

Specified work days 180

Work days used 128

Per cent of time elapsed 98.5 %

Estimated cost of completed project, exclusive of engineering $ 504,000

Estimated per cent overrun or underrun - %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 40,302.52

Engineering cost to date $ 41,650, 103 %

Date project was completed September 13, 1960, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	none	100	100	none

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Highway protection completed installation of sight posts tuesday. They have some cleanup to do yet and F.G. Baulne has his shovel, scales and a Dumpster still on theproject.

I was over project with L.H. Warfield Wednesday afternoon.

FINAL REPORT

NOTED
JOHN R. OAKES

DIVISION
RECEIVED
SEP 20 1960
NOTED-- ☑ ☐ ☐ ☐ ☐
CE AE ACE COE

NOTED
C. E. PAULSEN

Signed M.D. Glenn

Address The Dalles

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.74	6.74	none	6.74	6.74
Miles partially completed					
Miles completed	6.74	6.74		6.74	6.74
Total estimated quantities (contract)	218,000 cy.	128,200 tons		3,940 cy.	18,900 tons
Total quantities corrected to date	231,500	127,800		4,350	18,335
Estimated quantities moved or placed to date	"	"		"	"
Average daily quantities					
Average daily quantities necessary to complete project on time	Guard Rail	& Sight Posts			
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	3				

Men	2
Supervision	1
Men and trucks under 3 tons	1 Pickup
Men and trucks over 3 tons	1
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., Truck /auger 1 ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

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[illegible]

F 90(5)

When replying, refer to
08-35.4-DA

5575

408 State Highway Building
Salem, Oregon

April 19, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-90(5)
South Unit, Grass Valley-Kent Section
Sherman Highway
Total estimated cost $4,500.00
Federal participation $2,780.00

Dear Sir:

Reference is made to your letter dated April 15, 1960 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has trained men and specialized equipment to perform the work most economically.
3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

Very truly yours,

C. G. Polk
Division Engineer

orig: Hunter

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FOR FILING
F 90(5)

5575

April 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 3, Account No. 224-238, covering seeding and mulching on the South Unit, Grass Valley-Kent Section of the Sherman Highway in Sherman County, Contract No. 5575, in connection with Federal Aid Project No. F-90(5).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $4,500.00, with Federal participation of $2,700.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Enc.

RECEIVED
JAN 15 1960
FOR FILING

F-90(5)

5575

January 14, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on January 11, 1960, on Contract No. 5575, South Unit, Grass Valley-Kent Section, in Sherman County, in connection with Federal Aid Project No. F-90(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:mm

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FORM E-123
JAN 11 1960
FOR FILING

F-90(5)

5575

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

A

January 11, 1960

Mr. C. R. O'Neil
Route 2, Box 95
Creswell
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5575, awarded December 16, 1959, for grading-paving the South Unit, Grass Valley-Kent Section of Sherman Highway in Sherman County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

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JAN - 8 1960
FOR FILING

F-90(5)

[illegible]

A

January 8, 1960

Oregon State Highway Commission

Gentlemen:

At 11 a.m. on December 28, 1959, approval was granted for the installation of 35-mile-per-hour construction speed signs on the south unit of the Grass Valley-Kent Section of the The Dalles-California Highway, No. 4, between M.P. 34.00 and M.P. 41.00. The construction speed zone is to remain in effect as long as required by construction activities.

Your concurrence is requested for the above-mentioned construction speed zone.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. P. M. Stephenson
Mr. F. B. Crandall

A

RECEIVED
JAN - 4 1960
FOR FILING

F 90(5)

[illegible]

December 31, 1959

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State Participation in flagging costs on the South Unit, Grass Valley-Kent Section of the Sherman Highway in Sherman County, Contract No. 5575, in connection with Federal Aid Project No. F-90(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]:jb
Enc.

A

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[illegible] 1959
FOR FILING
F 10(5)

5575

When replying, refer to:
08-35.5

408 State Highway Building
Salem, Oregon

December 23, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter

Re: S. Unit Grass Valley-Kent
Section - Sherman Highway
Sherman County
Contract No. 5575
Project F-90(5)

Dear Sir:

Reference is made to your letter of December 18, 1959.

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated December 3, 1959 and December 15, 1959, regarding the adjustment of facilities of the referenced utility company.

Authorization to proceed with the work is granted as of December 18, 1959. Approval is subject to the provisions of PPM 30-4.

Very truly yours,

C. G. Polk
Division Engineer

By:

E. H. Cowan
Acting Division Engineer

Orig. Porter

NOTED
[illegible]

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DEC 21 1959
FOR FILING
F-90(5)
[illegible]

December 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

S. Unit, Grass Valley-Kent Section
Sherman Highway
Sherman County
Contract No. 5575, Project F-90(5)

Dear Sir:

We are submitting herewith the following data in connection with adjusting Pacific Telephone and Telegraph Company's lines on the above project:

1 - Two copies of Assistant Counsel's letter dated December 3, 1959, which describes the work to be done and establishes the obligation of the State to reimburse the Company.

2 - Two copies of the Company's estimate of cost for adjusting the lines.

3 - Two copies of the sketch prepared by the Company showing locations of the work.

Your approval of the agreement with the Company and authorization to proceed with the work as of this date under the Provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Encs.

DBP:sm

A

RECEIVED
DEC 17 1959
FOR FILING

[illegible]

5575

December 16, 1959

Mr. C. R. O'Neil
Route 2, Box 95
Creswell, Oregon

Dear Sir:

The State Highway Commission on December 16, 1959 awarded to you State Highway Contract No. 5575 for grading and paving on the South Unit, Grass Valley-Kent Section of the Sherman Highway in Sherman County.

This award was based on your bid of $478,031.50 which was the low bid submitted to the Commission on December 8, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

RECEIVED
[illegible] 1959
FOR FILING
F-90(5)
5575

When replying, refer to
08-35.4-0

408 State Highway Building
Salem, Oregon

December 16, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5575 for Oregon Project F-90(5), South Unit, Grass Valley-Kent Section, Sherman Highway to C. R. O'Neil of Creswell, Oregon, low bidder in the amount of $478,031.50 at the December 8, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

Dexter

NOTED
FORREST COOPER

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[illegible] 1959
FOR FILING
F-90(5)
2575

When replying, refer to:
08-35.4

Date: November 20, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project F-90(5), South Unit, Grass Valley-Kent Section, Sherman Highway.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

Orig. Porter

RECEIVED
SEP 18 1958
FOR FILING

F-90(5)

5575

Salem, Oregon
September 17, 1958

Project Base Design
South Unit, Grass Valley-Kent

Mr. Tom Edwards
Construction Engineer
Department

I have been handed the base design chart for the South Unit, Grass Valley-Kent Section of US97 in Sherman County. The design would appear to be adequate, and I have no objection to approving it; however, this project is not scheduled for construction, nor is it on any program adopted by the Commission.

I thought it best that I call this matter to your attention, so that design work unnecessary at this time not be undertaken.

Forrest Cooper
Deputy State Highway Engineer

FC:me

Encl.

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file

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 17, 1958

SUBJECT: Project Base Design
South Unit, Grass Valley-Kent

To: Mr. Tom Edwards
Construction Engineer
Department

I have been handed the base design chart for the South Unit, Grass Valley-Kent Section of US97 in Sherman County. The design would appear to be adequate, and I have no objection to approving it; however, this project is not scheduled for construction, nor is it on any program adopted by the Commission.

I thought it best that I call this matter to your attention, so that design work unnecessary at this time not be undertaken.

NOTED
FORREST COOPER

Forrest Cooper
Forrest Cooper
Deputy State Highway Engineer

FC:me

Encl.

Cooper:— I Have had some success in getting designs advanced This is one of the steps. The survey is complete, and one of the preliminary items in final preparation is the approved base design. This may as well be gotten out of the way. Please reconsider & sign. (approved by F.C. 9-22-58)

RECEIVED
SEP 18 1958
OFFICE OF
STATE HIGHWAY ENGINEER

CONSTRUCTION DIVISION
RECEIVED
SEP 18 1958
NOTED.. ☒ ☐ ☐ ☐ ☐
CE ACE ACE [illegible] CUE

F-102(4) The Dalles-Eightmile Cr. 1959
Sign Installation
#5576

RECEIVED
MAY 3 1961
FOR FILING

F-102 (4)

5576

May 2, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

State Highway contract #5576 for sign installation on The Dalles-Eightmile Creek Section of The Dalles-California Highway in Wasco County was completed by the contractor, Korstad, Inc., on April 25, 1960, and was formally accepted by the Highway Commission on June 2, 1960.

Final payment in the amount of $1,022.96 will be released to the contractor on or after May 12, 1961. The total contract amount is $9,839.53, of which amount $351.64 represents force account items.

You were previously notified that a claim had been filed against this contract, which has since been paid in full.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Korstad, Inc.,
2690 Willamette St.,
Eugene
Oregon

RECEIVED
SEP 30 1960
FOR FILING
1 113 (4)
5576

September 30, 1960

J. H. Baxter & Co.
541 Pittock Block
Portland, Oregon, 5

Gentlemen:

Thank you for your letter of September 28 informing us that Korstad, Inc., have paid their account in the amount of $665.36 which was due in connection with State Highway Contracts 5621 and 5576.

This information will be noted in our records and we will inform the surety and the contractor regarding the receipt of your letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
dc

RECEIVED
SEP 30 1960
FOR FILING
F-103 (4)
5576

September 30, 1960

United Pacific Insurance Company
Medical Arts Building
Tacoma, Wn.

Gentlemen:

We have received a letter dated September 28 from J. H. Baxter & Co., Portland, informing us that KORSTAD, INC., Eugene, have paid their account in the amount of $56.32 on our Contract No. 5576 with Korstad, Inc., prime contractor, for sign installation on The Dalles-Eightmile Creek Section of The Dalles-California Highway in Wasco County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Jack Malone
1695 Willamette St.
Eugene, Oregon

Korstad, Inc.
2690 Willamette St.
Eugene, Oregon

NOTED ON CARD
dc

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

RECEIVED
SEP 23 1960
FOR FILING
1-182(4)

5576

September 22, 1960

United Pacific Insurance Company
Medical Arts Building
Tacoma, Wn.

Gentlemen:

We have received a letter dated September 21 from J. H. Baxter & Co., 541 Pittock Block, Portland 5, informing us that Korstad, Inc., owes them $56.32 for pressure-treated sign post material on Contract No. 5576. This appears to be in connection with our contract with Korstad, Inc., for sign installation on The Dalles-Eightmile Creek Section of The Dalles-California Highway in Wasco County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Jack Malone
1693 Willamette St.
Eugene, Oregon

Korstad, Inc.
2690 Willamette St.
Eugene, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
dc

CWH:fp

RECEIVED
SEP 23 1960
FOR FILING

1-102(4)

5576

September 22, 1960

J. H. Baxter & Co.
541 Pittock Block
Portland 5, Oregon

Attention: Mr. A. W. Irwin

Gentlemen:

This is to acknowledge your letter of September 21 informing us that Korstad, Inc., owes you for pressure-treated sign post material on two State Highway Contracts, as follows:

Corbett Interchange	- Gibbons & Reed Co., Portland, prime contractor, Contract No. 5621 - Amount - $609.04.
The Dalles-Eightmile Creek Section	- Korstad, Inc., Eugene, prime contractor, Contract No. 5576 Amount - $56.32.

Contract No. 5621 as of September 10 was approximately 80 percent complete. The Continental Casualty Company, through Howard W. Wease, 915 Broadway Building, Portland, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

Contract No. 5576 was completed April 25, 1960, and accepted by the State Highway Commission June 2, 1960. The United Pacific Insurance Company, through Jack Malone, 1695 Willamette St., Eugene, furnished the performance bond on this contract.

The information in your letter will be noted in our records and we will advise the sureties and the contractors that it has been received.

If you wish to protect your claims under the bonds, they should be filed with the Secretary of State within six months after the contracts have been accepted by the Highway Commission. Attached are excerpts from the Oregon Laws outlining the filing procedure.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD
dc

CWH:fp

FORM E-122-X 50M

COMMISSIONERS—
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
FOR FILING

7-102 (4)

5576

September 2, 1960

Mr. R. W. Nelson
General Manager
Traffic Safety Supply Company
2324 SE Umatilla Street
Portland 2, Oregon

Dear Mr. Nelson:

This will acknowledge receipt of your letter of August 26, in regard to the signing project on The Dalles-Eight Mile Creek Section of The Dalles-California Highway, Contract No. 5576.

Item No. 2 in our letter of May 24, reporting on an inspection of this project, states that certain extrusions on Sign No. 8 have holes in them and shall be replaced. The extrusions in question will be three and five from the bottom.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

VPJ:pk
cc: G. S. Paxson
Ivan Merchant
Dean Swift
Norman Krehbiel

NOTED
G. S. PAXSON

RECEIVED
SEP 6 - 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 1960

A

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

F-102 (4)

5576

January 11, 1960

Korstad, Inc.,
2690 Willamette Street
Eugene
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5576, awarded December 16, 1959, for sign installation on The Dalles-Eightmile Creek Section of The Dalles-California Highway in Wasco County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
DEC 17 1959
FOR FILING

[illegible](4)

5576

December 16, 1959

Korstad, Inc.,
2690 Willamette Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on December 16, 1959 awarded to you State Highway Contract No. 5576 for The Dalles-Eightmile Creek sign installation on The Dalles-California Highway in Wasco County.

This award was based on your bid of $8,950.93 which was the low bid submitted to the Commission on December 8, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

A

RECEIVED
[illegible] 1959
FOR FILING
F 102(4)
5576

When replying, refer to
08-35.4-0

408 State Highway Building
Salem, Oregon

December 16, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5576 for Oregon Project F-102(4), The Dalles-Eightmile (Signing), The Dalles-California Highway to Korstad Inc. of Eugene, Oregon, low bidder in the amount of $8,950.93 at the December 8, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

Porter

NOTED
FORREST COOPER

RECEIVED
NOV 30 1959
FOR FILING

F102(4) When replying, refer to
08-33.4

5576

408 State Highway Bldg.
Salem, Oregon

November 20, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-102(4) - Signing
The Dalles-Eightmile Creek Section
The Dalles-California Highway

Dear Sir:

We have today approved the P. S. and E. documents for subject project.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
Division Engineer

orig.
Porter

RECEIVED
MAR 59
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

F-102(4)

5576

When replying, refer to:
08-35.4

March 27, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-102(4)
The Dalles-Eightmile Creek Section -
Paving - The Dalles-California Highway

Dear Sir:

We have today approved P. S. & E. documents for subject project. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending advice that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C G Polk
C. G. Polk
Division Engineer

Probert

NOTED
FORREST COOPER

RECEIVED
MAR 30 1959
OFFICE OF
STATE HIGHWAY ENGINEER

[illegible]

F-186(16) Murray Rd. Interch. on 1959
Sunset Hwy. (rdside. imp.)
#5577

A

RECEIVED
JUL 29 1960

FOR FILING
F-186(16)

5577

July 28, 1960

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

State Highway contract #5577 for roadside improvement on the Murray Road Interchange on Sunset Highway in Washington County was completed by the contractor, Salem Construction Co., on June 10, 1960, and was formally accepted by the Highway Commission on July 7, 1960.

Final payment in the amount of $300.00 will be released to the contractor on or after August 8, 1960. The total contract amount is $6,239.30, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Bourland-McElhinny Ins. Agency
1980 Fairgrounds Road NE
Salem, Oregon

RECEIVED
[illegible] 1960
FOR FILING

I 186(16)

5577

July 6, 1960

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Salem Construction Co., on contract #5577 for roadside improvement on the Murray Road Interchange Section of Sunset Highway in Washington County.

This payment, in the amount of $3,055.93, will be released to contractor on or after July 16, 1960. The retained percentage is $300.00.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: Glens Falls Insurance Co.,
Bourland-McElhinny Ins. Agency
1960 Fairgrounds Road NE
Salem, Oregon

Form E-1—(Rev.)-

[illegible]
5577

A

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 2, 1960

Section Murray Road Interchange

Kind of work Roadside Improvment

Highway Sunset County Washington

Section prefix 34-1019

Contractor Salem Construction Co.

Contract number 5577

Date of contract December 16, 1959

Specified work days 32

Date work started March 23, 1960

Work days used 12

Project authorization $7483.39

Exclusive of engineering $6951.21

Per cent of time elapsed 38 %

Estimated cost of completed project, exclusive of engineering $6239.30

Estimated per cent overrun or underrun 9.5 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $532.18

Engineering cost to date $532.18, 100 %

Date project was completed June 9, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-Final submitted to Division Office on Wednesday.

cc: C. Hazelton
Landscape Engineer

NOTED

CONSTRUCTION DIVISION
RECEIVED
JUL 5 1960
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE CCE

Signed John H. Burton, Resident Engineer
Address 2131 SW Scholls Ferry Road, Portland

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

A

RECEIVED
5 1960
FOR FILING

F-186(16)

5577

June 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 10, 1960, on Contract No. 5577, Murray Road Interchange Section, in Washington County, in connection with Federal Aid Project No. F-186(16).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

cc: Clarence G. Swenson

A

RECEIVED
MAR 28 1960
FOR FILING
F-186(16)

5577

March 25, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 23, 1960, on Contract No. 5577, Murray Road Interchange Section, in Washington County, in connection with Federal Aid Project No. F-186(16).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

RECEIVED
JAN 13 1960
FOR FILING
F-186(16)
5577

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

A

January 12, 1960

Salem Construction Co.,
5220 Joan Drive North
Salem
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5577, awarded December 16, 1959, for roadside improvement on the Murray Road Interchange on Sunset Highway in Washington County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
1959
FOR FILING

F-186(16)

5577

When replying, refer to
08-35.4-0

408 State Highway Building
Salem, Oregon

December 16, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5577 for Oregon Project F-186(16), Murray Road Interchange (Roadside Improvement) on the Sunset Highway to Salem Construction Company of Salem, Oregon, low bidder in the amount of $6,652.35 at the December 8, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
[illegible]

A

RECEIVED
DEC 17 1959
FOR FILING

[illegible]

5577

December 16, 1959

Salem Construction Company
5220 Joan Drive
Salem, Oregon

Gentlemen:

The State Highway Commission on December 16, 1959 awarded to you State Highway Contract No. 5577 for roadside improvement at the Murray Road Interchange on the Sunset Highway in Washington County.

This award was based on your bid of $6,652.35 which was the low bid submitted to the Commission on December 8, 1959 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
Mark Astrup

RECEIVED
[illegible] 1959
FOR FILING

F 186(16)

5577

When replying, refer to
08-35.4

408 State Highway Bldg.
Salem, Oregon

November 20, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-186(16)
Murray Road Interchange
Roadside Improvement
Sunset Highway

Dear Sir:

We have today approved P. S. and E. documents for subject project.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
Division Engineer

Orig.
Porter

RECEIVED
SEP - 2 1959
FOR FILING
E186(16)
5577

September 1, 1959

Oregon State Highway Commission

Gentlemen:

Road construction has been completed on the Murray Road interchange on the Sunset Highway. This interchange is bordered by a school building, a shopping center, and developed residential areas. Plans for a roadside improvement project have been drawn up to develop the interchange in keeping with its surroundings and to minimize maintenance costs.

The proposal calls for seeding grass in the islands and median strip where grass can be maintained mechanically, the planting of ground covers on slopes too steep for machine maintenance, and the planting of a few trees and shrubs for traffic direction and to improve the appearance of the highway.

It is my recommendation that you approve the sum of $7,500 to permit contracting and completion of this project. Bids would be called when contracting of projects not of an emergency nature is resumed.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

cc Mr. C. H. Maison
Mr. Mark Astrup

MHA:vl FC:fn

S-435(1) Sam's Cr. Br. on Sam's Cr. Rd. 1959
#5578

C & A 2170 12-14-59

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
2/23/61	on 668		521-1056-297

Contract 5578
S-4350

Lincoln County
Newport, Oregon

Attn: County Court

INVOICE NUMBER
68581

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billing: Sams Creek Bridge, FAS 832. Covered by agreement dated 12/21/59			
Original advance deposit	$4,800.00		
Less amount previously transferred	3,800.00		$1,000.00
County share costs as per attached statement	$4,475.80		
Less amount previously transferred	3,800.00		675.80
To be refunded			$ 324.20

RECEIVED
FEB 23 1961
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $_______________
By ______________________________

A 150 (REVISED 7-60)

NOTED
V. R. JONES

NOTED
H. S. COX

March 6, 1961

NOTED
C. C. [illegible]

Lincoln County Court
Courthouse
Newport, Oregon

Gentlemen:

Final costs are now available for the Sams Creek Bridge, Contract #5578, on FAS 832, as shown in the attached cost statement. In accordance with an agreement dated December 11, 1959, a refund of $324.20 is due the County in connection with this project. This refund will be made by means of a check from our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Att.

FAS 832 County Lincoln Contract No. [illegible]

Section [illegible]

Location

RECEIVED
DEC 1 - 1960
FOR FILING
S-435 (1)
5578

December 1, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5578 for construction of the Sam's Creek Bridge on the Sam's Creek Road (FAS 832) in Lincoln County was completed by the contractor, Sig Andersson, on October 5, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

Final payment in the amount of $1,420.30 will be released to the contractor on or after December 9, 1960. The total contract amount is $20,970.87, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Sig Andersson
8th & Teakwood
Coos Bay
Oregon

Contract 5578 2-10-60

RECEIVED
1960
FOR FILING

Monthly Transaction No.	For -2 (9- 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
		County **Lincoln**
Project Report No. 3 S-435(1) 5578	**FEDERAL-AID PROJECT AGREEMENT**	Project No. **S-435(1)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Sams Creek Bridge approx. 1 mile south Jct. FAS 150

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	6-16-59	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 23,516	Federal funds $ 14,500

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
Deputy **State Highway Engineer**
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By **C. G. Polk**
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **February 10, 1960**

USComm-DC 40257

February 5, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Sam's Creek Bridge, Project No. S-435(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sm

January 11, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending four copies of estimate as a basis for project agreement for the Sams Creek Bridge, Project No. S-435(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

DAR:ms

Oregon State Highway Department

Federal Aid Secondary
Project No. S-435(1)

SAMS CREEK BRIDGE ON THE SAMS CREEK ROAD IN LINCOLN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 5, 1960

Type Code X021
Sams Creek Bridge (Sta. 9+42 to Sta. 10+42)(Contract No. 5578)

Structural Excavation	135 cu. yds.	$15.00	$ 2,025.00
Furnish Treated Timber Piling	200 lin. ft.	2.00	400.00
Drive Piles	8 only	68.00	544.00
Class "A" Concrete (170 cu.yds.)	All Required		13,260.00
Metal Reinforcement (45,000 lbs.)	All Required		5,000.00
8-inch Metal Drain Pipe	50 lin. ft.	3.00	150.00
	Subtotal		$ 21,379.00
	10% Engr. & Cont.		2,137.00
	Total		$ 23,516.00

Length of Structure - - - - - 0.019 Mile

Federal Funds -	$ 14,500.00
State Funds -	4,508.00
County Funds- -	4,508.00
	$ 23,516.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited by Lincoln County with the Highway Department.

RECEIVED
JAN 26 1960

FOR FILING

3.435(1)

5578

A

January 25, 1960

Waterworks Supplies Co.
4455 S. E. 24th Avenue
Portland 2, Oregon

Attention: Mr. Harry Rosenbalm
Office Manager

Gentlemen:

This is in reply to your letter of January 22 requesting the name and address of the bonding company for Sig Andersson Company, Coos Bay.

Our most recent contract, No. 5578, which was awarded December 29, 1959, to Sig Andersson is for the Sam's Creek Bridge on the Sam's Creek Road in Lincoln County. The surety listed in this contract is the General Insurance Co. of America, through their agent, Huggins Insurance Agency, 230 South Broadway, Coos Bay.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CWH:fp

BElmont 4-5363

WATERWORKS Supplies Co.

Complete Line of Industrial and Utility Supplies

4455 S. E. 24th Avenue
PORTLAND 2, OREGON

January 22, 1960

State Highway Department
Salem, Oregon

RE: Sig Anderson
Coos Bay, Oregon

Gentlemen:

The above contractor has been awarded the State contract by the Highway Department.

We would be greatly interested to find out the name and address of the bonding company which is now covering him on this job.

Mr. Anderson purchased materials from us amounting to $260.00 back in September of 1959. We have never received any replies to our letters of credit so we would appreciate any information you can pass on to us regarding his new job.

Thank you for your early reply.

Yours very truly,

WATERWORKS SUPPLIES CO.

Harry Rosenbalm,
Office Manager

HR:ct

RECEIVED
JAN 25 1960
SALEM
STATE HIGHWAY COMMISSION

RECEIVED
JAN 20 1960
FOR FILING
A 435
5577

FORM
COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

A

January 20, 1960

Mr. Sig Andersson
8th & Teakwood
Coos Bay
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5570, awarded December 29, 1959, for construction of the Sam's Creek Bridge on the Sam's Creek Road (FAS 832) in Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

Encl.

NOTED
C. G. SWENSON

December 31, 1959

NOTED
Harold C. Ayers

Mr. I. M. Huddleston
Lincoln County Engineer
Courthouse
Newport, Oregon

NOTED
V. R. JONES

Dear Mike;

As per your request, enclosed are copies of the itemized bids on the Sams Creek Bridge project on FAS 832 and the Cedar Creek-Chitwood Creek project. on Siletz Hwy # 181 (FAS 196)

(FAS 196)

Very truly yours,

C. G. Swenson
County & City Relations Engineer

CGS:mm
Encl.

NOTED
JOHN D. GRAHAM

Form A-139

OREGON STATE HIGHWAY DEPARTME

Project Authorization and Record of Work Orders

Section Sam's Creek Bridge - Bridge No. 12101-A
Highway Sam's Creek Road (FAS 832)
County Lincoln
Kind of Work Construct 100' RCDG Bridge
Contractor Sig Andersson
Specified Work Days 140

Contract No. 5578
F. A. Project No. S-435(1)
Job Prefix 521-1056
Date of Award December 29, 1959
Division Engineer J. D. Walker
Resident Engineer O. R. Kennen

CONSTRUCTION AUTHORIZATION

Contract amount		$ 21,379.00
Additional anticipated items:	$	
NONE		
Subtotal		$ 21,379.00
Contingencies (4½%)		962.06
Construction Engineering (8%)		1,710.32
Subtotal		$ 24,051.38
Credit for maintenance rock		—
Total original construction authorization		$ 24,051.38

Authorization increases, approved by Commission:

	$

Total present construction authorization $

RECORD OF WORK ORDERS

Date Order Received	Date of Order	Kind of Order	Number of Order	Net Amount	Date Distributed to Field	REMARKS

State Printing

(Continued on reverse side)

OREGON STATE HIGHWAY DEPARTMENT **INVOICE**			INVOICE NUMBER 63[illegible]
DATE 12/30/59	BILLING REQ. NO. cc-560	YOUR ORDER NO. /	CREDIT DISTRIBUTION 521-1056-297 NOTED [illegible]
[illegible] [illegible] [illegible]			Make checks payable to the Oregon State Highway Department Send Remittance To: OREGON STATE HIGHWAY DEPARTMENT STATE HIGHWAY BUILDING SALEM, OREGON NOTED C. G. SWENSON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Advance deposit			$2,000.00
[illegible]			1,000.00
To be refunded			$1,000.00

NOTED
JOHN D. GRAHAM

NOTED
V. R. JONES

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $_______________

By__________________________________

A 150X (REVISED 12-50)

NOTED
C G. SWENSON

NOTED
V. R. JONES

December 30, 1959

NOTED
Harold C. Ayers

Lincoln County Court
Courthouse
Newport, Oregon

Gentlemen:

This is to acknowledge receipt of an advance deposit of $4,800 in connection with the Sams Creek Bridge on FAS 832. Contract No. 5578 has been awarded to Sig Anderson and a copy of the contract will be forwarded as soon as available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

NOTED
JOHN D GRAHAM

NOTED
V. R. JONES

NOTED
C. G. SWENSON

Salem, Oregon
December 29, 1959

Mr. C. H. Maison
OFFICE

Advance Deposit
FAS Project
Lincoln County

NOTED
Harold C. Ayers

Attention: Mr. John Herr

Attached is a Lincoln County warrant in the amount of $4,800 which represents the county's share for construction of the Sams Creek Bridge on FAS 832.

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

cc: Ivan Merchant

NOTED
JOHN D. GRAHAM

Office of the County Court

Judge Robert D. Maclean - Commissioners Mike Miller - David S. Moffitt

COUNTY OF LINCOLN

Newport, Oregon

December 28th, 1959

Mr. John F. Hagemann, Engineer
County and City Relations
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Hagemann:

In regard to your letter of December 9th, 1959, we assure you the right of way has been acquired at the Sam's Creek Bridge site and the County has done some clearing in preparation of the Contract being awarded.

We are enclosing our warrant in the amount of $4,800.00 which is Lincoln County's advance deposit on the total bid.

We are sorry if this has caused any delay in the awarding of the Contract and assure you we appreciate the State's help to our County.

Very truly yours,

LINCOLN COUNTY COURT

By____________________ Judge

____________________ Comm.

David S. Moffitt Comm.

1-Encl.

RECEIVED
DEC 2_ 1959
[illegible]
COUNTY & [illegible]

NOTED
C. G. SWENSON

December 9, 1959

Lincoln County Court
Courthouse
Newport, Oregon

Gentlemen:

On December 8 a satisfactory bid was received from Sig Anderson of Coos Bay for constructing the Sams Creek Bridge on FAS 832. As per the agreement between county and state, the following advance deposit is required from the county prior to awarding of a contract:

Bid Items	$21,379.00
12½% Engineering & Contingencies	2,672.38
Estimated Total Cost............	$24,051.38
Advance Deposit of 20%..........	$ 4,800.00

Please make this deposit by means of a check or warrant in the amount of $4,800 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of the deposit and a letter certifying that all required right-of-way has been obtained, a contract will be awarded. It would be appreciated if the deposit and letter could be submitted so as to arrive in Salem prior to December 15 so that the contract awarding could be made at the regular Highway Commission meeting on December 17.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

Recd
12/29/59
Cnt # 5578
521-1056

JFH:mm

RECEIVED
JAN 18 1960
FOR FILING

2-435(1)

5578

December 29, 1959

Sig Andersson
8th and Teakwood
Coos Bay, Oregon

Dear Mr. Andersson:

The State Highway Commission on December 16, 1959 accepted your proposal for construction of Sam's Creek Bridge on Sam's Creek Road in Lincoln County for the sum of $21,379.30 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled.

Those conditions have now been satisfied and the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. The project has been assigned Contract No. 5578.

This letter confirms my wire to you of this date. Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc
cc: Pacific Builder & Engineer, Inc.
Daily Journal of Commerce, Seattle
Daily Journal of Commerce, Portland
Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
L. D. Merchant

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 29, 1959

Sig Andersson
8th & Teakwood
Coos Bay, Oregon

Contract for Sam's Creek Bridge on Sam's Creek Road, Lincoln County, for which you submitted low bid on December 8, 1959 awarded you today. Contract forms follow shortly.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
Lee Gatlin
Files ✓

RECEIVED
DEC 15 1959
FOR FILING

P

December 14, 1959

County Court of Lincoln County
Court House
Newport, Oregon

Gentlemen:

We are enclosing for the records and files of Lincoln County a fully executed copy of a cooperative construction agreement between the State Highway Commission and Lincoln County covering construction of the Sams creek Bridge on Fas 832 in Lincoln County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

P

RECEIVED
DEC 15 1959
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 2170

Salem, Oregon
December 14, 1959

FAS Project Agreement
FAS 832, Lincoln County

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations

Attached is a conformed copy of a cooperative construction agreement with Lincoln County covering construction of the Sams Creek Bridge on FAS 832 in Lincoln County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Lincoln County.

Secretary

rn
Attach: 1

NOTED
C. G. SWENSON

Salem, Oregon
December 10, 1959

NOTED
Harold C. Ayers

Mr. R. L. Porter
Office Engineer

Federal Participation
County FAS Project
December 8 Bid Letting

Attention: Mr. R. N. Chase

NOTED
[illegible] JONES

As per the agreement between county and state, full federal participation on the Sams Creek Bridge, S-435(1), FAS 832, in Lincoln County should be collected.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

NOTED
JOHN D. GRAHAM

FORM E-30 50M 11-58 15690

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 3, 1959

SUBJECT: FAS Project Agreement
FAS 832, Lincoln County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering construction of the Sams Creek Bridge on FAS 832 in Lincoln County. Two copies have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 5/28/59.

John D Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

[illegible]
Date 5-28-59 Min. Page 27
Lloyd Query
Secretary

NOTED
Harold C. Ayers

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

November 24, 1959

Lincoln County Court
Courthouse
Newport, Oregon

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Sams Creek Bridge on FAS 832 upon which bids will be received December 8.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to awarding of a contract. The estimated total cost of this project, including engineering and contingencies, is $26,000; however, the low bid received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest, with seal, and return both signed copies of the agreement to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the county's records. The signed agreements should be mailed so as to arrive in Salem not later than December 7.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

NOTED
C. G. SWENSON

October 23, 1959

NOTED
John F. Hagemann

Lincoln County Court
Courthouse
Newport, Oregon

FAS 832

NOTED
Harold C. Ayers

NOTED
V. R JONES

Gentlemen:

At our recent meeting to discuss road matters, I advised you that we planned to accept bids on the Sams Creek Bridge on November 17. Since then this date has been changed to December 8. I believe this date of December 8 has now been established as a firm date and no further change is anticipated.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

cc: Mr. I. M. Huddleston, County Engineer

NOTED
V. R. JONES

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

September 11, 1959

Mr. Mike Huddleston
Lincoln County Engineer
Courthouse
Newport, Oregon

NOTED
John F. Hagemann

Dear Mike:

Enclosed is a set of plans and a print of the vicinity map on the Sams Creek Bridges on FAS 832. It is believed this should give you sufficient data for staking the approach fills. Location of bench marks etc. should be available from Mr. Schwartz in the field office in Newport.

Very truly yours,

C. G. Swenson
Engineer, County and City Relations

CGS:mm
Encl.

STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

NOTED
V. R. JONES

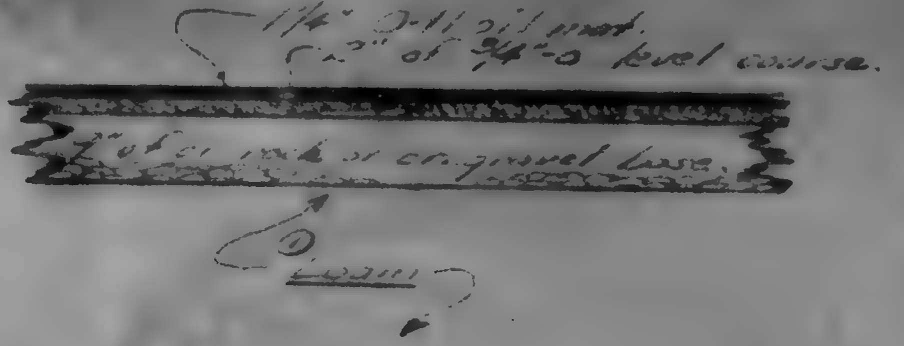
Section [illegible] Creek Bridge Highway [illegible] County [illegible] Profile [illegible]

Res. Engr. [illegible] Schwartz Length of Project ____ Miles. Sta. ____ to Sta. ____ Date [illegible]

TYPICAL SECTIONS Traffic Classif. - Medium ([illegible])

① Typical Soil

45 LL
9 PI
38 % Silt
26 % Clay
73 % [illegible]
22 "R" Value



1/4" D-11 oil mat.
[illegible] of 3/4"-0 level course.
[illegible] rock or cr. gravel base.
①
Loam

Required		Designed	
Base & Wear		Base	Surf.
Crushed	Not Crushed	Exist. Surf. Allow.	New Work
[illegible]			

RECEIVED
JUN 18 1959
COUNTY ENGINEERS

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI
Suitable material source to be determined by the Engineer.										

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by [illegible]
State [illegible]
[redacted]

Recommended by [illegible]
Construction Engineer

Recommended by [illegible]

Approved by [illegible]
Engineer of [illegible]

OTED
rold C. Ayers

NOTED
C. G. SWENSON

RECEIVED
JUN 17 1959

LOCATION PROSPECTUS
SAMS CREEK BRIDGE SECTION
FAS 832 - LINCOLN COUNTY

The following prospectus is submitted concerning Sams Creek Bridge on FAS 832, which is a county road on the Federal Aid Secondary System. The bridge is located one mile southerly of the junction of FAS 832 with FAS 150, approximately 4 miles easterly of Siletz.

This will be a location survey for the purpose of preparing plans and estimates for replacing the existing log bridge across Sams Creek (Inventory No. 12101) with a concrete structure. The new bridge will be placed on a revised location west of and adjacent to the existing bridge.

Reconnaissance is not necessary. Routine soils investigation will be conducted. There are no special drainage problems. An economic analysis is not needed at this time.

The existing (1957) ADT is 100 and the 1975 projected ADT is 150. The bridge will carry a 24-foot roadway. The existing structure will carry traffic during construction. New road approaches will be constructed by the county, and the county will also remove the existing bridge.

Deviation from State and FAS standards is not anticipated.

Final agreements with the county will be necessary.

There are no State parks affected by this project.

June 12, 1959

Attachment

cc W. C. Williams
Forrest Cooper
G. S. Paxson
Tom Edwards
J. D. Walker (2)
W. E. Schwartz
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan D. Merchant
J. W. Nash
C. G. Polk
R. L. Porter
C. G. Swenson
Walter T. Wright

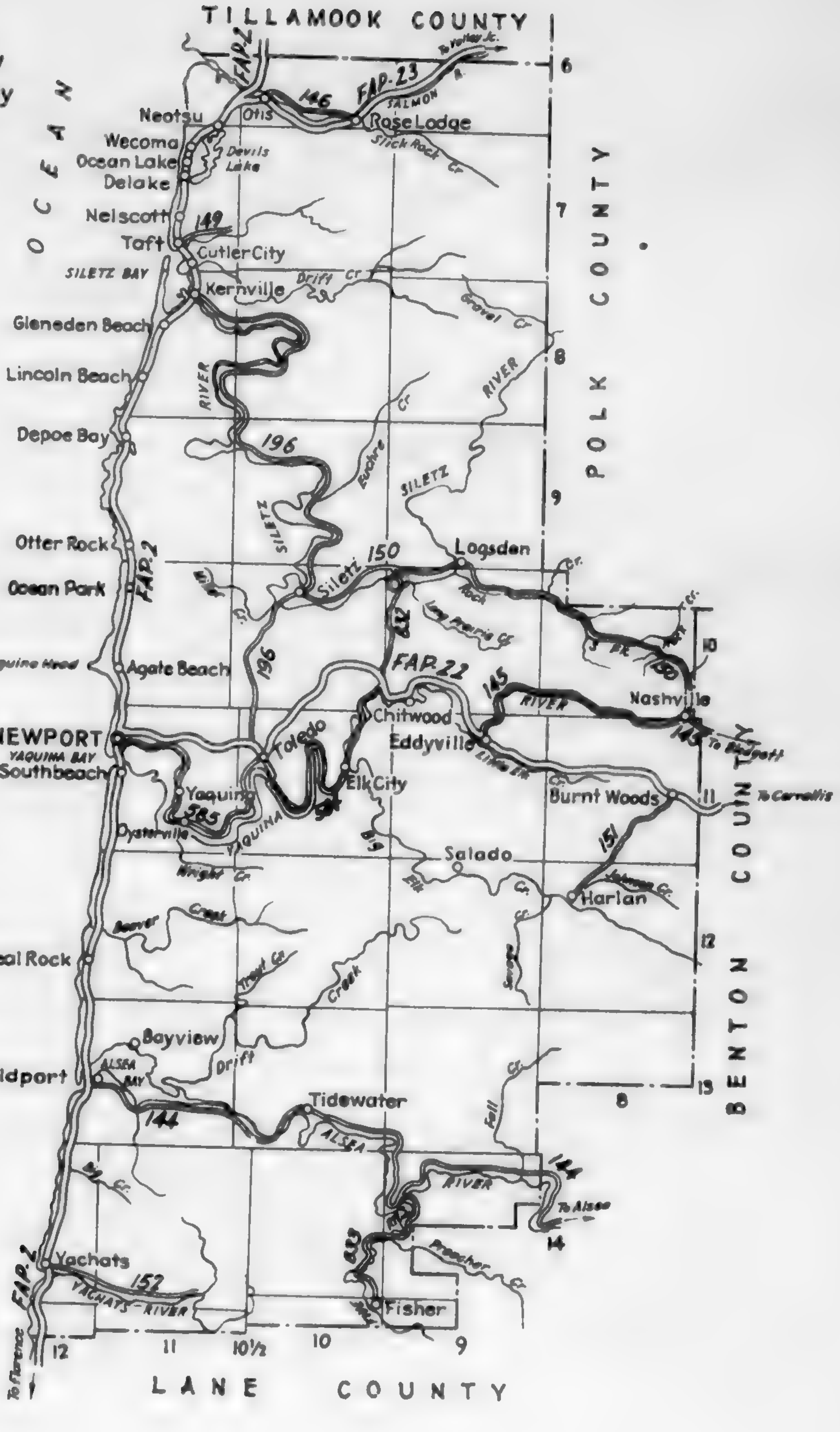
LINCOLN COUNTY

FAS SYSTEM

Scale 0 2 4 MI. June 1958

"LEGEND"

F.A. Primary Highway
F.A.S. Highway on State Primary Highway
F.A.S. Highway on State Secondary Highway
F.A.S. Highway on County Road.


TILLAMOOK COUNTY
POLK COUNTY
BENTON COUNTY
LANE COUNTY
PACIFIC OCEAN
FAP. 2
FAP. 23
FAP. 22
To Valley Jc.
146
Salmon R.
Neotsu
Otis
Rose Lodge
Slick Rock Cr.
Wecoma
Ocean Lake
Devils Lake
Delake
Nelscott
149
Taft
Cutler City
Siletz Bay
Kernville
Drift Cr.
Gravel Cr.
Gleneden Beach
Lincoln Beach
River
Siletz River
Euchre Cr.
Depoe Bay
196
Otter Rock
Ocean Park
Siletz
150
Logsden
Rock Cr.
Long Prairie Cr.
Yaquina Head
Agate Beach
145
River
Nashville
To Blodgett
Chitwood
Eddyville
Little Elk Cr.
NEWPORT
Yaquina Bay
Southbeach
Toledo
Yaquina
585
Yaquina
Elk City
Oysterville
Burnt Woods
To Corvallis
151
Salado
Big Elk Cr.
Harlan
Johnson Cr.
Wright Cr.
Beaver Creek
Seal Rock
Trout Cr.
Creek
Savage Cr.
Bayview
Drift
Alsea Bay
Waldport
Tidewater
144
Alsea River
Fall Cr.
To Alsea
Preacher Cr.
Yachats
152
Yachats River
Fisher
To Florence
6
7
8
9
10
11
12
13
14
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12
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10½
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9

NOTED
Harold C. Ayers

NOTED
[illegible]

June 1, 1959

Lincoln County Court
Courthouse
Newport, Oregon

NOTED
John F. Hagemann

Gentlemen:

On May 28 the Highway Commission approved the Sams Creek Bridge project on FAS 832. We are attempting to get this bridge designed in time to accept bids at the July 21 bid letting; however, our Bridge Division cannot guarantee this date at the present time.

Bids will be taken on the Steer and Spout Creek culverts, FAS 150 and 151, on July 1 instead of June 16 as originally proposed. An agreement covering these culverts will be forwarded within the next two weeks.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Ass't. County & City Relations Engineer

JFH:eg

NOTED
Harold C. Ayers

NOTED
C. G SWENSON

MEMO TO J. W. NASH
5/29/59

FAS 832, LINCOLN COUNTY

TERMINI: Bridge over Sams Creek approximately 1 mile south of the junction of FAS 832 with FAS 150. (Sams Creek Bridge)

PROPOSED WORK: One concrete bridge 100' long.

PROJECT LENGTH: 0.02 mile

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$30,000	$18,000	$6,000	$6,000 (County)

EXISTING FACILITY: Log span 75' in length, H.C.-12'-2", in deteriorated condition.

ADJACENT SECTIONS: 18' gravel wearing on 22' roadway. Approaches to bridge will be reconstructed by Lincoln County to a 28' wide crushed rock wearing surface.

PROJECT DATA: Construct a 100' long R.C.D.G. bridge having a H.C. of 24' on a location west of and adjacent to the existing bridge. Lincoln County will construct road approaches to approved highway standards without federal cooperation.

ROW WIDTH:	60' Minimum
MINIMUM DESIGN STANDARD:	No Exceptions
ACCESS CONTROL:	None
RR XING:	None
SYSTEM ACTION:	None
PUBLIC HEARING:	None Required
UNUSUAL OR COMPLICATED SITUATIONS:	None

FAS 832 serves small diversified farms and is a log haul, mail, and school bus route.

JFH:cg

FORM E-20 50M 11-58 15880

NOTED
C. G. SWENSON

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 28, 1959

NOTED
Harold C. Ayers

SUBJECT: Sams Creek Bridge
Lincoln County Road - FAS 832

To:
Mr. Tom Edwards
Construction Engineer
Department

RECEIVED
MAY [illegible] 1959

We herewith submit the following data on the subject section:

1 Book of Location Field Notes
1 Vicinity Map
1 Roll Platted Cross-sections
1 Pad of Earthwork Computation Sheets

You will note on the vicinity map a revised grade line in pencil. The line inked in red is too low for clearance of bridge. The Bridge Department recommended elevation 104.00 as the minimum elevation for finished grade on the bridge. This project calls for the State to construct the bridge only, with the County constructing the approaches.

Additional data will be needed for the preparation of the right of way descriptions. The field will supply this data to this office. We in turn will submit it through your office so descriptions can be prepared.

J. D. Walker
Division Engineer

By R. D. Asburry
R. D. Asburry
Assistant Division Engineer

RDA:AM
cc Mr. C. G. Swenson

NOTED
C. G. SWENSON

NOTED
[illegible]

NOTED
Harold C. Ayers

May 18, 1959
Salem, Oregon

Sams Creek Bridge
County FAS 832
Lincoln County

Mr. Tom Edwards
OFFICE

Reference is made to my letter of April 30 transmitting a tabulation describing the subject named project.

The county court has since advised that, after an inspection of the bridge site by the county engineer and Mr. Schwartz, Highway Department Resident Engineer, it has been determined that the new structure can be better located on a new location down stream from the existing bridge. The existing bridge would then remain in place for use by traffic during construction. The county would remove the old bridge and construct road approaches to the new bridge.

The county also advised that there appeared to be ledge rock at the bridge site and very likely a pile trestle bridge could not be used. It is my understanding that Mr. Skelton of the Bridge Division is investigating this matter.

J. F. Hagemann
Ass't. County & City Relations Engineer

JFH:cg

cc: Ivan Merchant
Joe Skelton
Walt Hart
Vic Wolfe
J. D. Walker

Office of the County Court
Judge Robert D. Maclean - Commissioners Mike Miller - David S. Moffitt

COUNTY OF LINCOLN

Newport, Oregon

May 11th, 1959

Mr. John Hagerman
City County Relations Engineer
Oregon State Highway Dept.
Salem, Oregon

Dear Mr. Hagerman:

An examination of the site of the proposed FAS bridge over Sam's Creek was made this date. The examination was made by Commissioner Miller, Engineer Mike Huddleston and Mr. Pat Schuartz, Resident Engineer.

Schuster

It was decided rather than construct the new bridge in the same location and use a temporary bridge this summer, that we would leave the present bridge (to be removed later by the County) and construct the new bridge down stream. The County will construct the new road and the approaches. This will improve the road alignment.

Sincerely yours,

LINCOLN COUNTY COURT

By ______________________
Judge

Mike Miller
Commissioner

David S. Moffitt
Commissioner

RECEIVED
MAY 12 1959

cc: Pat Schuartz

NOTED
Harold [illegible]ers

FORM E-30 50M 11-58 15990

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

NOTED

Salem, Oregon
May 1, 1959

SUBJECT: Proposed County F.A.S. Project
F.A.S. 832
Lincoln County

To:
Mr. W. E. Schwartz
Resident Engineer
Oregon State Highway Department
Box 37
Newport, Oregon

Herewith a copy of tabulation describing the Sams Creek Bridge project on F.A.S. 832 proposed for construction with F.A.S. funds available to Lincoln County.

This project will be presented to the Highway Commission for approval at its regular meeting on May 28-29. Will you please submit an Authority for Survey on this at your earliest opportunity and have the field crew start working on this project as soon as convenient arrangements can be made.

J. D. Walker
Division Engineer

By R. D. Asburry
R. D. Asburry
Assistant Division Engineer

RDA:AM
cc Mr. Tom Edwards
Mr. Clarence Swenson ✓

RECEIVED
MAY 1 1959

NOTED
V. R. JONES

NOTED
NOTED C. G. SWENSON
Harold C. Ayers

April 30, 1959
Salem, Oregon

Proposed County FAS Project
FAS 832
Lincoln County

Mr. Tom Edwards
OFFICE

Enclosed are four copies of a tabulation describing the Sams Creek Bridge project on FAS 832 proposed for construction with FAS funds available to Lincoln County.

This project will be presented to the Highway Commission for approval at its regular meeting on May 28-29. It is suggested that the vicinity map survey proceed as rapidly as available engineering personnel will permit so that the possible letting date can be set for this bridge. The county plans a low level detour which would require construction of the bridge during the low water period.

John F. Hagemann
Ass't. County & City Relations Engineer

JFH:cg

Encl.

cc: Ivan Merchant
J. D. Walker

NOTED
JOHN D. GRAHAM

File

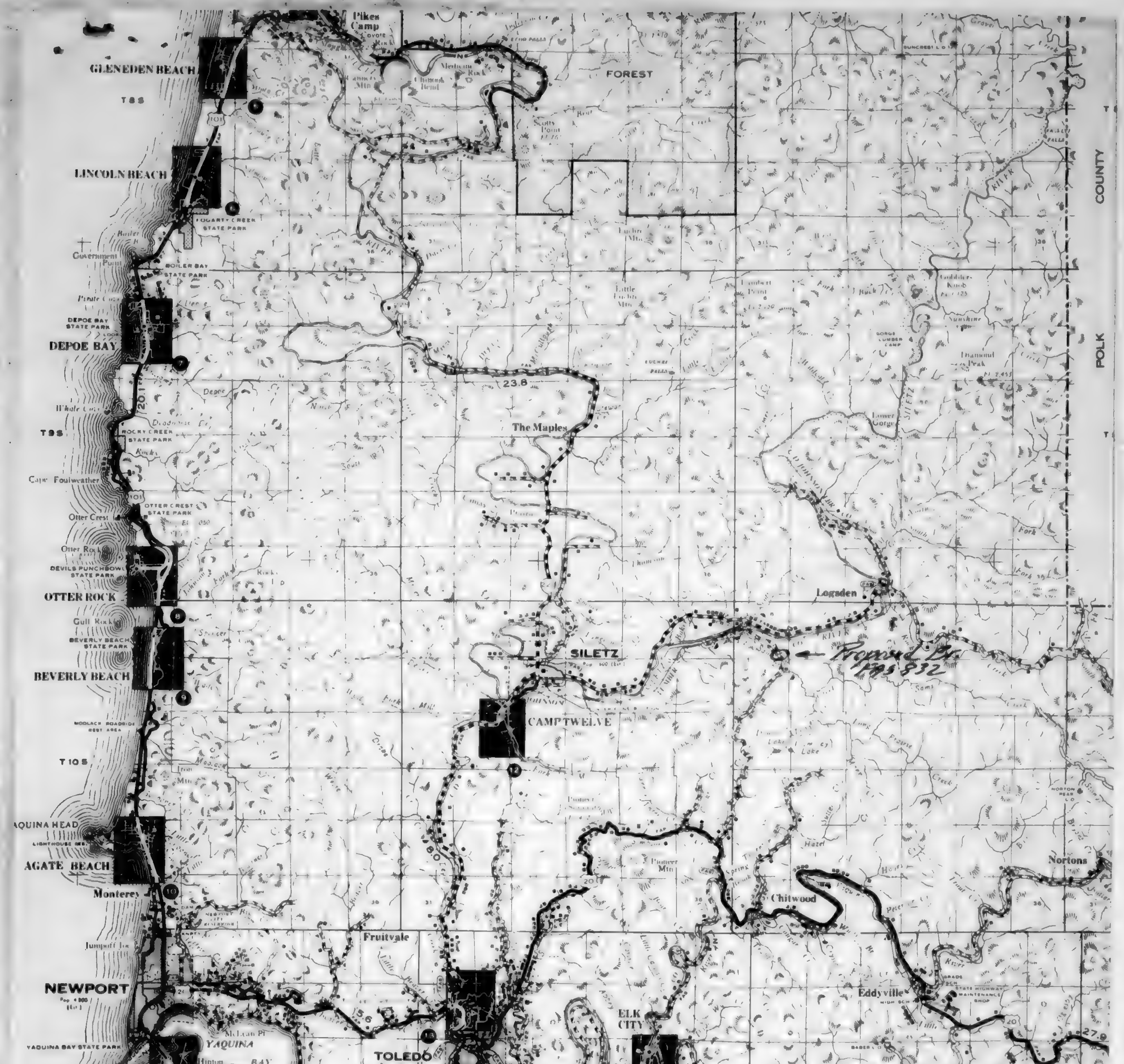
PROPOSED PROJECT
LINCOLN COUNTY

FAS 832, Sams Creek Bridge, $20,000. This bridge is located approximately one mile south of the junction of FAS 832 with FAS 150 and carries Highway Department Bridge Inventory No. 12101.

The proposed project is to replace the existing 75' long log bridge over Sams Creek with a new structure having a roadway width of 24'. If feasible, a precast concrete beam and poured concrete deck on treated piling type structure is preferred by the county. The new structure will be on the same site as the existing bridge and the FAS project will be for the structure only. Lincoln County will remove the existing bridge, provide a detour, and construct road approaches as required.

Due to the deteriorated condition of the existing bridge and the fact that the county plans to provide a low level detour bridge, the expeditious contracting of the new bridge is of utmost importance.

(59-d)
4/29/59


Pikes Camp
GLENEDEN BEACH
T8S
FOREST
LINCOLN BEACH
FOGARTY CREEK STATE PARK
Government Point
BOILER BAY STATE PARK
DEPOE BAY STATE PARK
DEPOE BAY
23.8
POLK
COUNTY
Diamond Peak
Lower Gorge
T9S
Whale Cove
ROCKY CREEK STATE PARK
Cape Foulweather
The Maples
Otter Crest
OTTER CREST STATE PARK
Otter Rock
DEVILS PUNCHBOWL STATE PARK
OTTER ROCK
Gull Rock
BEVERLY BEACH STATE PARK
BEVERLY BEACH
Logsden
SILETZ
Proposed Br.
T9S S32
CAMP TWELVE
MOOLACK ROADSIDE REST AREA
T10S
YAQUINA HEAD
LIGHTHOUSE
AGATE BEACH
Monterey
Pioneer Mtn
Chitwood
Nortons
Fruitvale
NEWPORT
Pop. 4,900
Eddyville
ELK CITY
TOLEDO
Pop. 3,000
YAQUINA BAY STATE PARK
YAQUINA
BAY
SOUTH BEACH WAYSIDE
T11S
SOUTH BEACH
Yaquina
Burpee
NEWPORT MUNICIPAL AIRPORT
27.9
MATCH LINE (SHEET 2)
R 11 W
R 10 W
R 9 W
124 05
124 00
123 55
123 50
123 45

S-204(8) Cedar Cr.-Chitwood Cr. Sec. 1960
of Siletz Hwy. (Grad. and
#5579 Oiling)

W.C. Williams

July 20, 1961

FINAL COST ANALYSIS

W. C. WILLIAMS

Cedar Creek-Chitwood Creek
Contract No. 5579

Grading and Oiling
Contractor: Calkins Crushing Co.
Resident Engineer: Wendell E. Schwartz

Prefix No. 121-1059
Project No. S-204(8)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	100%	All	10,000.00		7,181.67	10,000.00
Drainage Excavation	152.46	Cu.Yd.	1.00	1.28	195.86	152.46
Special Borrow Excavation	4,467.9	Cu.Yd.	0.50	0.50	2,228.95	2,228.95
General Excavation	7,496.4	Cu.Yd.	0.40	0.40	2,998.56	2,998.56
Short Overhaul	13,464.2	Yd.Sta.	0.01	0.01	134.64	134.64
Long Overhaul	490.2	C-Yd.Sta.	0.40	0.40	196.08	196.08
Finish R.B. & Slopes	2.22	Mile	500.00	500.00	1,110.00	1,110.00
12" Concrete Pipe	363	Lin.Ft.	2.00	1.68	611.32	726.00
18" Concrete Pipe	90	Lin.Ft.	3.50	3.13	281.74	315.00
18" Corr.Metal Pipe	44	Lin.Ft.	7.00	5.55	244.26	308.00
42" Corr.Metal Pipe	36	Lin.Ft.	20.00	16.82	605.43	720.00
Metal Guard Rail	953.32	Lin.Ft.	3.00	3.00	2,859.96	2,859.96
Guide Posts, Type W-2	82	Each	5.50	5.50	451.00	451.00
Type 1 Fence	769.45	Rod	6.00	4.27	3,289.16	4,616.70
16' x 48" Metal Gate	17	Each	40.00	56.31	957.20	680.00
1"-0 Cr.Mat'l in Base	27,655.08	Ton	2.25	1.99	55,146.72	62,223.93
Sprinkling	976	M-Gal.	2.00	2.00	1,952.00	1,952.00
Preparation of Base	2.22	Mile	150.00	150.00	333.00	333.00
Furnish & Place Aggregate	1,401	Cu.Yd.	6.30	5.05	7,075.05	8,826.30
120-150 Asphalt	101.33	Ton	39.50	39.50	4,002.54	4,002.54
RS-1 Asphalt	32.47	Ton	44.80	44.80	1,454.66	1,454.66
Extra for Oiling Approaches	22	Each	27.00	27.00	594.00	594.00
					$93,903.80	$106,883.78

DETAIL OF COSTS - Contract No. 5579

Labor:					
Supervision				$ 1,400.00	
Labor				6,421.02	
Labor Insurance				625.68	
Health and Welfare				312.84	$ 8,759.54
Materials:					
12" Conc. Culvert Pipe	363 Lin. Ft.	@	$1.10	399.30	
18" Conc. Culvert Pipe	90 Lin. Ft.	@	$2.25	202.50	
18" Corr. Metal Pipe	44 Lin. Ft.	@	$3.34	146.96	
18" Corr. Metal Bands	1 Each	@	$3.34	3.34	
42" Corr. Metal Pipe	36 Lin. Ft.	@	$12.07	434.52	
42" Corr. Metal Bands	1 Each	@	$12.07	12.07	
Amount paid Burch for Crushing Base Rock and Hauling				32,080.61	
Royalty paid on Gravel				4,589.36	
Fencing Material				2,918.17	
Oil Rock Purchased				5,253.75	46,040.58
Equipment Rental & Misc. Supplies:					
Equipment Rental, Owned				4,120.00	
Equipment Rental, Hired				3,590.39	
Gas, Oil and Grease				856.45	
Bond				611.11	
P.U.C.				32.50	
P.L. and P.D. Insurance				109.49	
Small Tools and Miscellaneous Supplies				215.65	
Move in, Freight and Cartage				310.60	
Amount paid J. C. Denton for Furnishing and Installing Guard Rail and Sight Posts				2,678.90	
Amount paid Berry Creek Constr. Co., for Oiling				7,872.50	
Amount paid George Corliss for Excavation and Processing Rock				15,534.00	
Home Office and General Overhead				2,672.09	
Explosives				500.00	39,103.68
TOTAL COST					$ 93,903.80

Gross Revenue	$ 106,883.78
Total Cost	93,903.80
Net Profit	$ 12,979.98

Net Profit equals 12.1% of Gross Revenue

Remarks - Contract No. 5579

This was a "Federal Aid Secondary Project" calling for the grading and oiling of 2.22 miles of highway roadbed on the Cedar Creek-Chitwood Creek Section of the Siletz Highway in Lincoln County.

The contract was bid December 8, 1959, awarded January 5, 1960; work started January 4, 1960 and the project was completed December 8, 1960.

The contractor moved in one D-8 cat and dozer, one front end loader, a crew of four men and started the clearing on January 4, 1960, completing this work approximately June 4th. The clearing consisted of a few Alder trees and a small quantity of brush with the largest portion of this item being the grubbing of several large stumps which required blasting. The D-8 cat and dozer was used to remove the stumps and the front end loader was used to pile the stumps for burning. A fair profit was made on the clearing.

The contractor started installing the type 1 fence shortly after the clearing was approximately one half completed, using two men and one pickup. Good progress was made on the fence installation, showing a nice profit.

The excavation, processing of the base and 3/4"-0, and sprinkling was subcontracted to George Corliss who used one D-W10, one Tournapull, one TD-9 tractor and dozer, one AC-blade and one water wagon. The excavation consisted of common material which was easily moved with the D-W10 and the tournapull. The subcontractor received the bid prices on the excavation and sprinkling, but on the processing of the base and 3/4"-0 rock he received $0.25 per ton.

The guard rail and sight posts were subcontracted by J.C. Denton at less than bid prices resulting in a profit for the contractor,

The contractor hired Burch Gravel Company, who has a portable rock crushing plant, to do the crushing and hauling of the gravel. The contractor obtained the gravel from a private pit located approximately two and one half miles from the southerly end of the project. A profit was realized on the rock items.

The Berry Creek Construction Company subcontracted the oiling work at bid prices and made good progress.

The contractor had good bid prices and subcontractors, fair equipment and excellent supervision, realizing a good profit.

M.N. Juve
Chief Cost Analyst

By

George Kayser

RECEIVED
JUL 6 1961
FOR FILING

5579

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 5, 1961

SUBJECT: Utility Billing - Final Voucher
Oregon Project S-20[illegible] (8)
Consumer Power, Inc.

To: MEMORANDUM

A 100% audit has been made of the utility bill submitted by Consumers Power, Inc., in accordance with the provisions of the approved Secondary Road plan (unqualified approval).

It was determined that the materials handling charge of 18% ($140.88) on salvage is not eligible under the provisions of PPM 30-4. The eligibility of this charge was discussed with the Company and it was agreed to delete the charge from the billing. The adjusted bill, in the amount of $1,879.82, is approved for payment and claimed as eligible for Federal Participation in accordance with PPM 30-4.

C. H. Maison
Auditor

DFW:hs

Bureau of Public Roads
R. L. Porter (2)
Carl Smith
General Files

RECEIVED
APR 4 1961
FOR FILING

S-204 (8)

5579

April 3, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

State Highway contract #5579 for grading-oiling the Cedar Creek-Chitwood Creek Section of the Siletz Secondary Highway in Lincoln County was completed by the contractor, Calkins Crushing Co., on December 8, 1960, and was formally accepted by the Commission on January 27, 1961.

Final payment in the amount of $3,206.51 will be released to the contractor on or after April 13, 1961. The total contract amount is $106,883.78, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Calkins Crushing Co.,
Oceanlake
Oregon

RECEIVED
FEB 23 1961
FOR FILING

S-204 (8)

5579

February 23, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Calkins Crushing Co., on contract #5579 for grading-oiling the Cedar Creek-Chitwood Creek Section of the Siletz Secondary Highway in Lincoln County.

This payment, in the amount of $10,833.44, will be released to contractor on or after March 6, 1961. The retained percentage is $3,206.51.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Calkins Crushing Co.,
Oceanlake
Oregon

Form E-1—(Rev.)—

121-1057

S-204(8).

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 11, 1961

Section Cedar Creek—Chitwood Creek

Kind of work Grading & Oiling

Highway Lincoln County Lincoln

Section prefix 121-1057

Contractor Calkins Crushing Co.

Contract number 5579

Date of contract January 5, 1960

Specified work days 110

Date work started January 4, 1960

Work days used 95

Project authorization $115,932.38

Exclusive of engineering $107,688.30

Per cent of time elapsed 86 %

Estimated cost of completed project, exclusive of engineering $106,887.16

Estimated per cent xxxxxxxor underrun 0.7 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $8,244.08

Engineering cost to date $8,749.07, 106.1 %

Date project was completed December 8, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

One man worked three days on this project getting semi-final data in proper order for submitting semi-final estimate. All work on this project was turned into the Division Office on Friday, February 10. This will be the last report on this project.

CONSTRUCTION DIVISION
RECEIVED
FEB 11
NOTED-- ☐ CE ☐ ACE ☐ ACE ☐ ☐ COE

NOTED

Signed Warren E. Schwartz

Address Box 37, Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.26	2.26		2.26	
Miles partially completed					
Miles completed	2.26	2.26		2.26	
Total estimated quantities (contract)	11,610	26,000		150 oil;1370 agg.	
Total quantities corrected to date					
Estimated quantities moved or placed to date	12,089	27,655		134 oil;1401 agg.	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Showers		
Tuesday	"		
Wednesday	"		
Thursday	Rain		
Friday	"		
Saturday			

RECEIVED
JAN 26 1961
FOR FILING

S-204(8)

5579

1932

January 25, 1961

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: OS-35.4-DA

Dear Sir:

Reference is made to your letter of January 10 concerning Oregon Project S-204(8), Cedar Creek-Chitwood Creek Section of the Siletz Highway in Lincoln County. Your letter stated that the job was satisfactorily completed with the exception of failures in the O-11 oil mat surface. Since that time, the project has been inspected by Division Engineer Walker and Field Construction Engineer Klaboe and recommendations made by them for bringing the oiled surface up to a satisfactory condition.

As soon as weather permits, we will reoil the section with our maintenance oiling crews. This reoiling will consist of placing a O-7 oil mat on the existing oiled surface. This will undoubtedly bring the surface to as good or better condition as that which would have been provided if the O-11 oil mat had not suffered failures.

It appears that the basic reason for the failures which have occurred in the original O-11 oil mat is that of performing oiling work at temperatures below ideal. Even though the oiling was performed during the month of July, the weather was cool and the section well shaded with trees. As a result, much of the 3/4-1/2 and 1/2-1/4 rock materials did not stick to the larger 1 1/4-3/4 rock. It appears also that the basic reason listed above was further complicated due to a lack of maintenance work immediately following the oiling.

We will inform you when the proposed work has been completed so that you may again make your final inspection of the project.

Very truly yours,

W. C. Williams
State Highway Engineer

BY

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. J. D. Walker

FORM CD-121
(9-22-59)

UNITED STATES [illegible]RNMENT

Memorandum

U.S. D[illegible]TMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: January 10, 1961

PLEASE RETURN TO
FORREST COOPER

CJ Folk

FROM : C. [illegible]. Folk, Division Engineer
08-35.4-DA Salem, Oregon

SUBJECT: Oregon Project S-204(8)
Cedar Creek-Chitwood Creek Section
Siletz Highway in Lincoln County

An inspection of subject project was made on Thursday, January 5, 1961, by a representative of this office in company with Mr. R. D. Asburry of your Division No. 2. Our intentions were to make this our final inspection.

In general the project presents a satisfactory appearance, but we are particularly concerned with the apparent failure of the 0-11 oil mat surfacing. At the time of the inspection a substantial amount of maintenance patching had already been done and more was under way. Despite this there were large areas of distress where the oiling aggregates had stripped off. Stripping had, in some places, gone clear through to the base material.

As you can well understand, we are unable to accept the project until some remedial work is done which will afford a satisfactory surface.

Please advise us what action you plan to take to correct the deficiencies now existing.

RECEIVED
JAN 10 1961
OFFICE OF
STATE HIGHWAY ENGINEER

408 State Highway Building
Salem, Oregon

January 10, 1961

S-204 (8)

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

5579

C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

Oregon Project S-204(8)
Cedar Creek-Chitwood Creek Section
Siletz Highway in Lincoln County

An inspection of subject project was made on Thursday, January 5, 1961, by a representative of this office in company with Mr. R. D. Asburry of your Division No. 2. Our intentions were to make this our final inspection.

In general the project presents a satisfactory appearance, but we are particularly concerned with the apparent failure of the O-11 oil mat surfacing. At the time of the inspection a substantial amount of maintenance patching had already been done and more was under way. Despite this there were large areas of distress where the oiling aggregates had stripped off. Stripping had, in some places, gone clear through to the base material.

As you can well understand, we are unable to accept the project until some remedial work is done which will afford a satisfactory surface.

Please advise us what action you plan to take to correct the deficiencies now existing.

orig to cdw.

NOTED
FORREST COOPER

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DEC 19 1960
FOR FILING
S-204 (8)
5579

December 16, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 8, 1960, on Contract No. 5579, Cedar Creek-Chitwood Creek Section, in Lincoln County, in connection with Federal Aid Project No. S-204(8).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt
cc: C. G. Swenson

RECEIVED
1960
FOR FILING

Contract 5579 — 2-10-60 A

Monthly Transaction No. 2-42	For (9-1[illegible])	Oregon
Project Report No. S 204 3 (8)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	County Lincoln
	FEDERAL-AID PROJECT AGREEMENT	Project No. S-204(8)

5579

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

SR 229, Cedar Creek to Chitwood Creek
(15.3 miles S. of Jct. Oregon Coast Hwy. South 2.3 miles)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	11-2-59	2.3
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 117,371	Federal funds $ 70,500

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By ______
~~Deputy~~ **State Highway Engineer**
(title)

By ______
______
(title)

By ______
______
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
Division Engineer

By: **R. C. Wright**
Administrative Manager

Date executed by Division Engineer **February 10, 1960**

USComm-DC 40257

February 5, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Cedar Creek-Chitwood Creek Section, Project No. S-204(8).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:mm

January 11, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending four copies of estimate as a basis for project agreement for the Cedar Creek-Chitwood Creek Section, Project No. S-204(8).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

DAR:[illegible]

Oregon State Highway Department

Federal Aid Secondary
Project No. S-204(8)

CEDAR CREEK-CHITWOOD CREEK SECTION OF THE SILETZ HIGHWAY IN LINCOLN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 11, 1960

Type Code 5231
Roadway (Sta. 480+50 to Sta. 600+00) (Contract No. 5579)

Clearing and Grubbing	All Required			$ 10,000.000
Drainage Excavation, Unclassified	160	Cu. Yds.	$ 1.00	160.00
Special Borrow Excavation, Unclass.	1,950	Cu. Yds.	0.50	975.00
General Excavation, Unclassified	9,500	Cu. Yds.	0.40	3,800.00
Short Overhaul	12,100	Yd. Sta.	0.01	121.00
Long Overhaul	150	C-Yd. Sta.	0.40	60.00
Finishing Roadbed and Slopes	2.22	Miles	500.00	1,110.00
12-inch Concrete Pipe	370	Lin. Ft.	2.00	740.00
18-inch Concrete Pipe	130	Lin. Ft.	3.50	455.00
18-inch Corrugated Metal Pipe	35	Lin. Ft.	7.00	245.00
42-inch Corrugated Metal Pipe	14	Lin. Ft.	20.00	280.00
Metal Guard Rail	950	Lin. Ft.	3.00	2,850.00
Guide Posts	90	Only	5.50	495.00
1"-0 Crushed Material in Base	26,000	Tons	2.25	58,500.00
Sprinkling	530	M-Gal.	2.00	1,060.00
Preparation of Base	2.22	Miles	150.00	333.00
Furnishing and Placing Aggregates	1,370	Cu. Yds.	6.30	8,631.00
120-150 Asphalt	120	Tons	39.50	4,740.00
RS-1 Asphalt	30	Tons	44.80	1,344.00
Extra for Oiling Approaches	16	Only	27.00	432.00
Type 1 Fence	800	Rods	6.00	4,800.00
16' x 48" Metal Gates	18	Only	40.00	720.00
				$101,851.00
Flagging (57½% of Contractor's Costs)	All Required			1,000.00
Signs	All Required			150.00
Consumers Power, Inc.				3,700.00
		Subtotal		$106,701.00
		10% Engr. & Cont.		10,670.00
		Total		$117,371.00

Length of Roadway	2.221 Miles
Length of 1 Structure	0.042 Mile
Total Length	2.263 Miles
Cost of Roadway Per Mile	$52,846.01

Federal Funds	$ 70,500.00
State Funds	46,871.00
	$117,371.00

CEDAR CREEK-CHITWOOD CREEK SECTION

PROJECT S-204(8)

ESTIMATE COST OF WORK BY THE CONSUMERS POWER, INC.

Labor	$2,407.00	
Material	679.00	
Overhead and Transportation	842.00	
Betterment to System	150.00	Cr.
	$2,778.00	
USE	$3,700.00	

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RECEIVED
JAN 20 1960
FOR FILING
S-204(P)
5579

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

January 20, 1960

Calkins Crushing Co.,
Oceanlake
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5579, awarded January 5, 1960, for grading-oiling the Cedar Creek-Chitwood Creek Section of the Siletz Secondary Highway in Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

Encl.

A

RECEIVED
JAN 19 1960

FOR FILING
[illegible]

5579

January 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 1, Account No. 274, covering directional signing for construction on the Cedar Creek-Chitwood Creek Section of the Siletz Highway in Lincoln County, Contract No. 5579, in connection with Federal Aid Project No. S-204(8).

This work is necessary for the direction and guidance of traffic during construction. It was an anticipated item and funds included in the project authorization.

The contractor is not equipped to do the work, while the State has specialized crews and equipment. The amount is too small to be done by separate contract.

Your approval of this order under the provisions of PPM 21-6.3 on the basis of actual cost is requested.

The total estimated amount of the order is $150.00 with Federal participation of $90.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

F. M. Stephenson
Assistant State Highway Engineer

Enc.

DBP:sm

RECEIVED
JAN 11 1960
FOR FILING
S 204 (8)
5579

January 13, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on January 4, 1960, on Contract No. 5579, Cedar Creek-Chitwood Creek Section, in Lincoln County, in connection with Federal Aid Project No. S-204(8).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

RECEIVED
JAN 13 1960
FOR FILING

S-204(8)

5579

A

January 5, 1960

Calkins Crushing Company
Oceanlake, Oregon

Gentlemen:

The State Highway Commission on December 16, 1959 accepted your proposal for grading and oiling on the Cedar Creek-Chitwood Creek section of the Siletz Highway in Lincoln County for the sum of $101,651 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled.

These conditions have now been satisfied and the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. The project has been assigned Contract No. 5579.

This letter confirms my wire to you of this date. Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

Pacific Builder & Engineer, Inc., Seattle, Washington
Daily Journal of Commerce, Seattle, Washington
Daily Journal of Commerce, Portland, Oregon

NOTED
J. Mc C.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$

S

E

WESTERN UNION

TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE

Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 5, 1960

Calkins Crushing Company

Oceanlake, Oregon

Contract for grading and oiling on the Cedar Creek-Chitwood Creek Section of Siletz Highway, Lincoln County, for which you submitted low bid on December 8, awarded you today. Contract forms follow shortly.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Confirmation
Accounting (5003-900)
Files
Lee Gatlin

RECEIVED
JUL - 9 1959
FOR FILING

2-204([illegible])

5579

R

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 7, 1959

SUBJECT: Fencing
Cedar Creek-Chitwood Creek Section
Siletz Highway
Lincoln County

To: Mr. [illegible] J. Benner
Right of Way Supervisor
Division II
Office

I have today discussed with Mr. Cooper the problem of containing livestock on this project during construction, and he has authorized the construction of fencing as a part of the construction plan.

I have conferred with Mr. Walker on the specific details of the proposed fencing. We have decided the matter should be handled on this basis:

Type II fencing is to be constructed in the conventional manner. Fence is to be constructed only where fence now exists with gates constructed at existing locations and at existing widths. This precludes an individual owner's writing his own specification.

Where the fencing provision is applicable, our option should simply state that the State will construct the fence according to plan, the owner to maintain it thereafter. The clause concerning maintenance must be a part of any obligation to fence.

The owners may be informed that the contractor will remove the existing fences and will roll up and place upon their abutting property any salvageable wire.

WALTER T. WRIGHT
Right of Way Engineer

cc Mr. Forrest Cooper ✓
Mr. R. L. Porter
Mr. J. D. Walker

RECEIVED
JUL 8 1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

RECEIVED
JUN 16 1959
FOR FILING
8 204 (x)
5579

June 15, 1959

Oregon State Highway Commission

Gentlemen:

We have completed our survey on the Cedar Creek-Chitwood Creek Section of the Siletz Highway. This section is 2.9 miles in length and is presently scheduled for the August 11 letting, using 1960 FAS funds.

I am attaching a map for your information. I recommend that you approve this survey and grant authority to purchase the right of way.

This matter will be on the agenda for your consideration July 2.

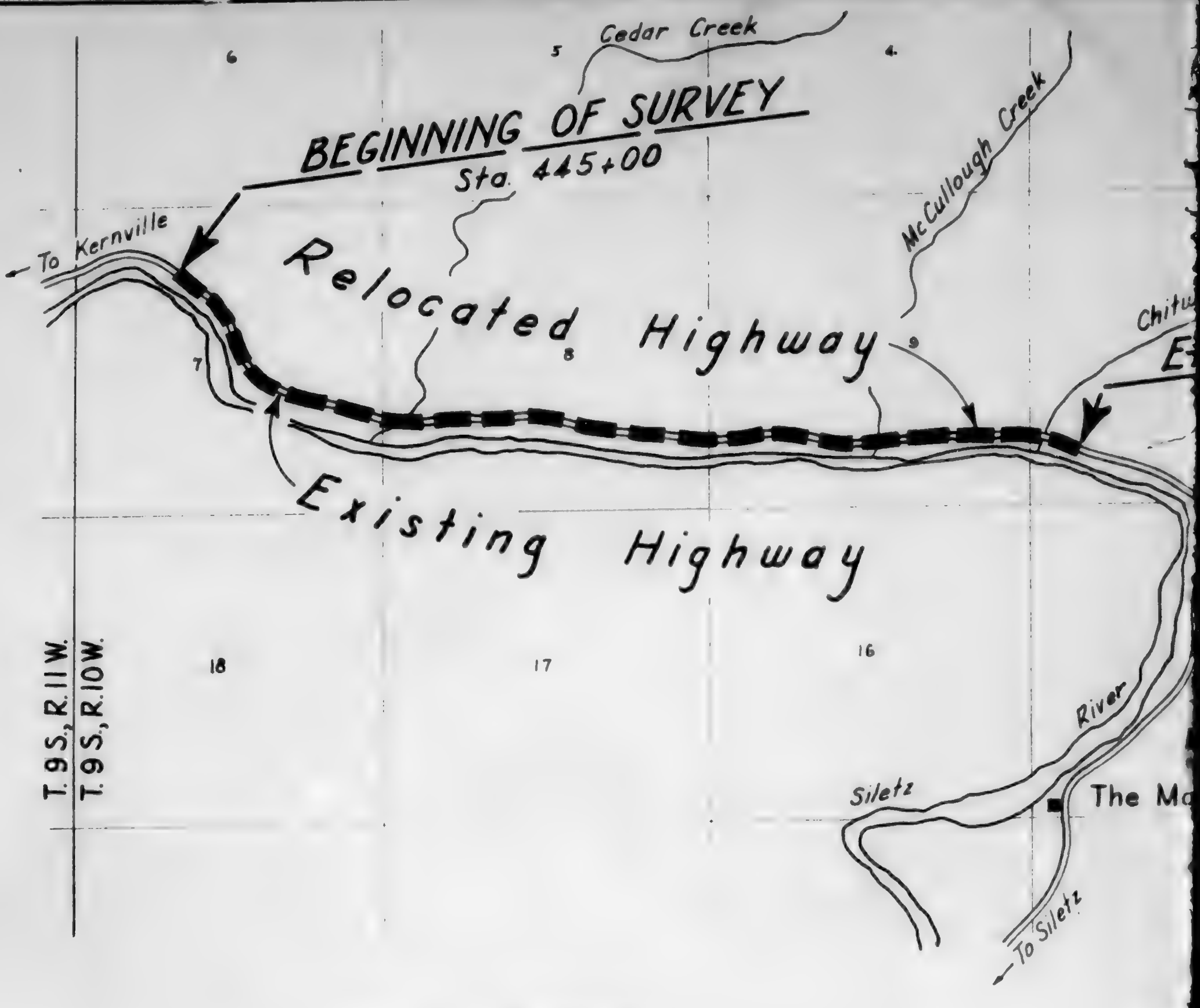
Very truly yours,

W. C. Williams
State Highway Engineer

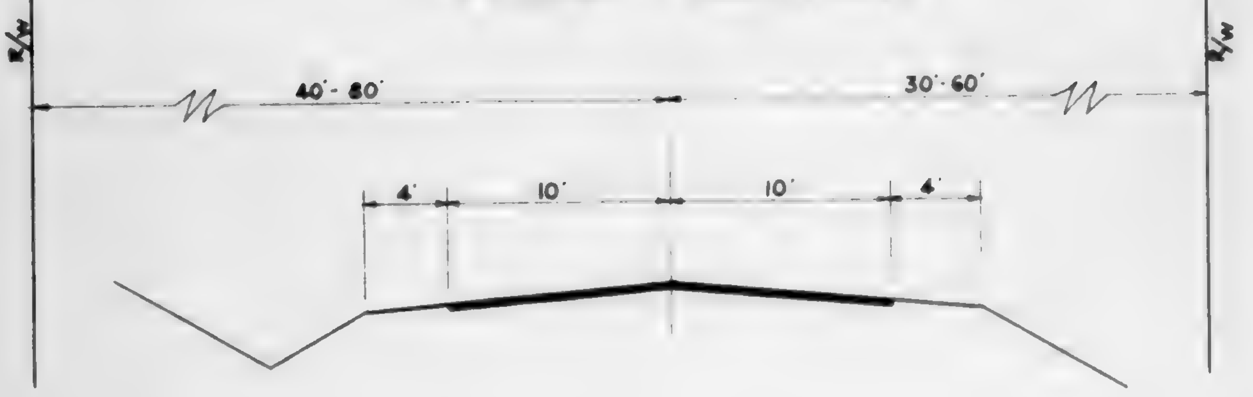
Enclosure

cc to: Mr. Tom Edwards
Mr. Walter T. Wright

DJB:law ae


6
5
Cedar Creek
4
BEGINNING OF SURVEY
Sta. 445+00
McCullough Creek
To Kernville
Relocated Highway
7
8
9
Chitu
E
Existing Highway
T.9S., R.11W.
T.9S., R.10W.
18
17
16
River
Siletz
The Ma
To Siletz

TYPICAL SECTION


R/W
40'-80'
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4'
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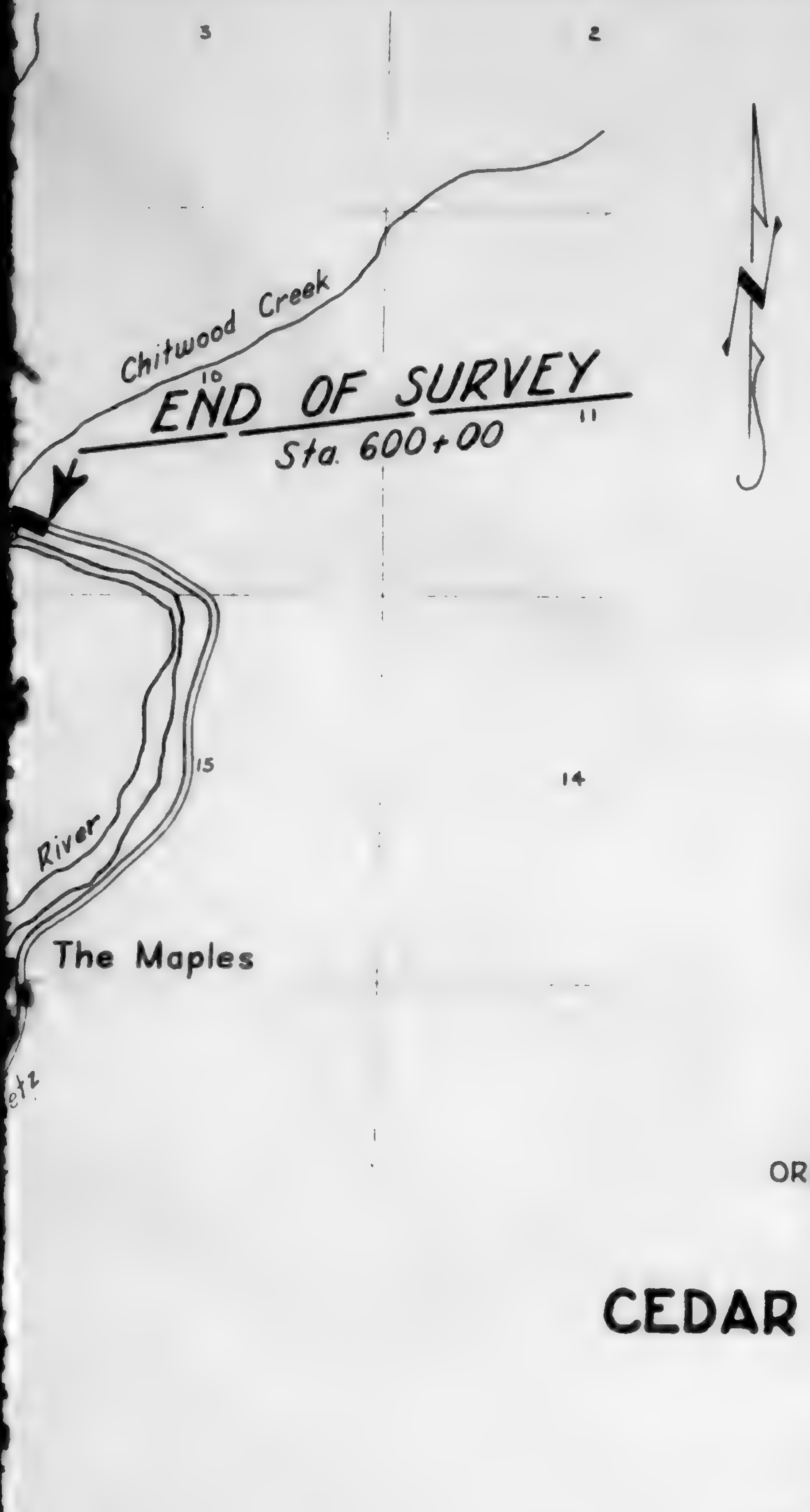
2.9 Mi.


3
2
Chitwood Creek
10
END OF SURVEY
Sta. 600+00
11
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14
River
The Maples
etz

APPROVED

Deputy State Highway Engineer

June 15, 1959

Date

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

CEDAR CR. - CHITWOOD CR. SECTION

SILETZ HIGHWAY

LINCOLN COUNTY

Scale 2" = 1mi. June, 1959

DRG. NO. 1R - 5 - 1307

For Details See Drg. No. 8B - 14 - 22 , May, 1959

FORM E 30 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 11, 1959

SUBJECT: Survey Approval Map
Cedar Cr.-Chitwood Cr. Section
Siletz Highway

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

Attached are eleven prints of the above named survey approval map and a suggested letter to the Commission requesting its approval.

Tom Edwards
Construction Engineer

By D J Barbee
D. J. Barbee
Asst. Construction Engineer

DJB:law

Attachments

66 FAS

RECEIVED
JUN 12 1959
OFFICE OF
STATE HIGHWAY ENGINEER

R

RECEIVED
JUN 12 1959
FOR FILING
S-204(8)

5579

Gen File

Salem, Oregon
June 11, 1959

BPR authorization to proceed with acquisition of rights of way.

Mr. W. T. Wright
Right of Way Engineer
OFFICE

As of June 9, 1959, we have authorization of the Bureau of Public Roads to proceed with the acquisition of rights of way for the below described project:

Cedar Creek-Chitwood Creek Unit of the
Siletz Highway, Stations 445 to 600,
Prefix 121-2502.

R. L. Porter
Office Engineer

RLP:bb

RECEIVED
JUN 11 1959
FOR FILING
S-204(8)
5579

Gen. Files

Salem, Oregon
June 10, 1959

Mr. W. T. Wright
Right of Way Engineer
OFFICE

The following prefix is assigned in advance of BPR authorization to begin acquisition of rights of way:

> Cedar Creek-Chitwood Creek Section of the Siletz Secondary Highway in Lincoln County. Station 480+50 to 600. Map 8B-14-22. Prefix 121-2502.

The taking of deeds and filing of condemnation suits should not begin until Bureau approval is received.

R. L. Porter
Office Engineer

JAH:bb

F-50(6) Camp Adair-Lewisburg Sec. 1960
of Pac. Hwy. W. (Grad. &
#5580 Pav.)

RECEIVED
MAY 13 1963

FOR FILING

May 13, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Dear Mr. Parsons:

Re: Oregon Project F-50(6)
Camp Adair-Lewisburg Section
Voucher No. 5A-Reclaim
Net Amount Claimed - $95.95

Reference is made to your letter of May 7 denying the reclaim which we had previously submitted.

It appears to us that this matter has not had engineering review but only audit review. Your letter stated that you did not find any documentation to support the severing of the water line or the emergency nature of the work. A construction man or an engineer knows that the term "broken water line" implies an emergency. It is inherent in the terms "broken water line", "broken gas line", "broken sewer", et cetera, that an emergency exists. The details of the emergency were set forth in a letter from F. B. Klaboe, Assistant Construction Engineer, to this office under date of October 1, 1962, a copy of which was furnished you. It appears to us that adequate authority for the payment of this claim is provided in PPM 21-6.3, Section 16, Paragraph b. Your Area Engineer was aware of the situation on August 3 and probably has personal knowledge of the broken line and the emergency nature of the repairs.

In view of the foregoing, it is requested that further review be given this claim and in the case of a negative finding, that it be referred to higher authority.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

cc Mr. Forrest Cooper
Mr. L. P. Shaw
Mr. F. D. Morgan
Mr. Ray Asburry
Mr. L. H. Young
Mr. M. H. Maison

RECEIVED
MAY [illegible] - 1963
FOR FILE

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Hwy Engineer
Salem, Oregon

May 7, 1963

A. W. Parsons, Division Engineer
Salem, Oregon

08-35.5

By:
L. R. Backlund
Administrative Manager

Oregon Project F-50(6)
Camp Adair-Lewisburg Section
Voucher No. 5A-Reclaim
Net amount claimed - $95.95

Subject reclaim, which was deducted from the final voucher as listed in Schedule of Exceptions, Item No. 8, is being denied. We acknowledge the fact that the Bureau Area Engineer gave verbal approval of the work under Extra Work Order No. 4, on August 3, 1960, as set forth in your rebuttal letter of 10-1-62. This approval date does not qualify the reclaim, since the work was performed on 8-1-60. Our re-audit of this claim did not find any documentation to support the severing of the water line, or the emergency nature of the work.

We are returning the original PR-20 voucher reclaim, unapproved.

Attachment

RECEIVED
MAY 8 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
LLOYD P. SHAW

original To Young
with attach.
5-9-63

RECEIVED
DEC 10 1962

December 10, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Re: Project No. F-30(6)
Camp Adair-Lewisburg
Pacific Highway West
Contract No. 5580

Dear Sir:

We are submitting for your further consideration three copies of reclaim voucher covering an item listed in your schedule of exceptions as Number 6 under your final voucher audit for this project, in the amount of $95.95. A rebuttal statement, likewise, is being submitted, consisting of a letter from our Construction Office.

The letter from our Construction Office discusses the item edited by your audit and gives additional information for your use in reconsidering this excepted item. Mention is made concerning the work being emergency in nature and requiring immediate repair. Accordingly, we request its approval under PPM 21-63, par. 14(b) concerning retroactive approval by the division engineer for minor changes.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:mmb
Enc.

RECEIVED
OCT 2 1962

FOR FILING
F-50 (6)
5580

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 1, 1962

SUBJECT: Citation from BPR
Camp Adair-Lewisburg
Pacific West Highway

To: Mr. L. H. Young
Office Engineer
OFFICE

Reference is made to the attached citation from the Bureau of Public Roads on Extra Work Order #4 on the Camp Adair-Lewisburg Contract, No. 5580, Oregon F-50(6).

The work covered under this order was the relocation of a plastic water line across the highway right of way as requested by a right of way negotiation. The engineer on the project was familiar with this and had written the Extra Work Order on Friday, July 29, 1960 and forwarded it to the Division Office who received and transmitted it to the Construction Office on August 2. The order was received on August 3 and verbal approval was secured from Mr. Grafe, Bureau of Public Roads, on that date.

On August 1 the contractor apparently severed this water line and immediate repairs were necessary in order that the property owner might not be deprived of his water supply. The work was done as an emergency item and was not possible to obtain prior approval.

In view of the fact that this was an anticipated item (as per right of way agreement) and that under normal circumstances approval would have been received from the BPR in ample time, it is recommended that the BPR be requested to reconsider this citation.

F. D. Morgan
Construction Engineer

by

F. B. Klaboe
Ass't Construction Engineer

EAP:db
Attach.
cc Porter

RECEIVED
OCT 2 1962

FOR FILING
[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 28, 1962

SUBJECT:

To: Mr. L. H. Young
Office Engineer
Highway Bldg.

Reference is made to the citation in Voucher #5-Final (35-159) covering engineering work on the Camp Adair-Lewisburg Section of the Pacific Highway West.

This represents work done by Mr. George Miller, Chief Paving Inspector. Mr. Miller is a highly trained detail specialist and his work is about as far a cry from administration as it is possible to be. His prime function is to serve as a trouble shooter on specific problems on specific jobs. He receives instructions to work on these projects from the laboratory, the Soils and Geology Division, division offices and from the headquarters construction office. His responsibility applies to the detailed construction procedure and if his study and analyses indicate an improvement, this is reported to the requesting agent.

It is believed that this man's time should be charged to the engineering on specific projects for the same reasons that laboratory time and the cost of the final proof sampling, as well as the use of other safeguards to see that the construction procedures are in accordance with the best detailed information available, are charged to specific projects.

It is recommended that a request to reconsider this citation be made to the Bureau of Public Roads.

F. D. Morgan
Construction Engineer

By
F B Klaboe
F. B. Klaboe
Asst. Construction Engineer

JAR:ep

Porter ✓ Citation is for $71.00

RECEIVED
SEP 28 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
P 19 1962
FOR FILING
[illegible]

477 Cottage Street, N.E.
Salem, Oregon

September 18, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

By:

A. W. Parsons, Division Engineer
Salem, Oregon

L. R. Backlund
Administrative Manager

08-35.5

Oregon Project F-50(6)
Camp Adair-Lewisburg Section
Voucher No. 5 - Final
Net amount claimed $37,714.00

The subject voucher has been approved in the reduced amount of $34,062.00. Deduction has been made in accordance with the attached Schedules of Exceptions, Nos. 1, 5, 6, 7, and 8.

Total amount of deduction	$5,711.88
Federal-aid pro-rata	63.93%
Net deduction in even dollars	3,652.00

In the event you disagree with the deductions made, it will be necessary to present a reclaim in accordance with Instructional Memorandum 4-1-61.

Attachments

original To Young
with attachments
9-19-62

NOTED
R. L. PORTER

Contract 5580

3-16-62

RECEIVED
MAR 22 1962
FOR FILING

5690

Monthly transaction number 47	Fo -2A (5- -57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate **Oregon**
Project report number 14	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County **Benton**
		Project number **F-50(6)**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **August 1**, 19**60**, is hereby modified as follows:

Revised estimated total cost of project	$ **435,696.00**
Revised Federal funds	$ **275,905.00**
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **16** day of **March**, 19**62**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By R. L. Porter

ASSISTANT **State Highway Engineer**
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ **C. G. Polk**
Division Engineer

By: L. R. Backlund
L. R. Backlund
Acting Administrative Manager

March 15, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a highway official for the Camp Adair-Lewisburg Section, Project No. F-50(6).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:mmb

[illegible] 5580 8-1-60 A

RECEIVED [illegible] 1960 8-30
FOR FILING

Mo[illegible] No.	For -2 (9- 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project Report No. F-50(6) 11 5580	FEDERAL-AID PROJECT AGREEMENT	County **Benton**
		Project No. **F-50(6)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Approx. 0.7 miles south of Benton Co. Line to approx. 1 mile north of Lewisburg.
(Camp Adair-Lewisburg Section)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	2-2-59	-----
Rights-of-Way		
Construction	11-20-59	4.111
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 412,982.00	Federal funds $ 250,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
State Highway Engineer
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By XX **C. G. Polk**
Division Engineer

By: C. C. Pike
C. C. Pike
Acting Administrative Manager

Date executed by Division Engineer **August 1, 1960**

July 21, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Camp Adair-Lewisburg Section, Project No. F-50(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Enc.

June 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Camp Adair-Lewisburg Section, Project No. F-50(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:bb

Oregon State Highway Department

Federal Aid
Project No. F-50(6)

CAMP ADAIR-LEWISBURG SECTION OF THE PACIFIC HIGHWAY WEST IN BENTON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 27, 1960

Type Code P.E.

Preliminary Engineering	All	Required	$	$ 13,000.00

Type Code 6202
Roadway (Sta. 1591+00 thru Equa. 1615+76.23 = 0+00 to Sta. 192+17.37)(Cont. 5580)

Clearing and Grubbing	All	Required	$	$ 6,500.00
Drainage Excavation, Unclassified	950	cu. yds.	2.00	1,900.00
General Excavation, Unclassified	144,100	cu. yds.	0.27	38,907.00
Short Overhaul	513,400	yd. sta.	0.005	2,567.00
Long Overhaul	18,800	C-yd.sta.	0.35	6,580.00
Finishing Roadbed and Slopes	4.11	miles	800.00	3,288.00
Rounding Cutbanks	26,300	lin. ft.	0.15	3,945.00
18-inch Corrugated Metal Pipe	130	lin. ft.	5.00	650.00
24-inch Corrugated Metal Pipe	50	lin. ft.	7.00	350.00
36-inch Corrugated Metal Pipe	100	lin. ft.	12.70	1,270.00
48-inch Corrugated Metal Pipe	80	lin. ft.	18.00	1,440.00
60-inch Corrugated Metal Pipe	100	lin. ft.	30.00	3,000.00
12-inch Concrete Pipe	640	lin. ft.	2.00	1,280.00
18-inch Concrete Pipe	1,150	lin. ft.	3.85	4,427.50
42-inch Concrete Pipe	100	lin. ft.	11.00	1,100.00
60-inch Concrete Pipe	90	lin. ft.	20.00	1,800.00
Extra for Pipe Under Pavement	100	lin. ft.	5.00	500.00
6-inch Perforated Concrete Drain Pipe	110	lin. ft.	2.00	220.00
Special Backfill in Drains	22	cu. yds.	10.00	220.00
Water Main Relocation	All	Required	(37.17%)	1,115.10
Metal Guard Rail	750	lin. ft.	2.38	1,785.00
Guide Posts, Type W-2	100	only	5.95	595.00
1¼-inch Electrical Conduit	420	lin. ft.	1.45	609.00
Loose Riprap	80	cu. yds.	10.00	800.00
Coarse Crushed Material in Base	110,000	tons	1.24	136,400.00
3/4" - 0 Material in Base	11,800	tons	1.45	17,110.00
Sprinkling	2,520	M-gal.	1.50	3,780.00
SS-1 Asphalt in Sprinkling	16,550	gal.	0.35	5,792.50
Preparation of Base	4.11	miles	130.00	534.30
3/4" - 0 Material in Binder Course	690	cu. yds.	3.20	2,208.00
Furnishing and Placing Aggregates	1,390	cu. yds.	3.50	4,865.00
RC-3 Asphalt	111	tons	38.00	4,218.00
120-150 Asphalt	100	tons	36.00	3,600.00
RS-1 Asphalt	38	tons	38.00	1,444.00
Extra for Oiling Approaches	22	only	25.00	550.00
Class "B" Asphaltic Concrete	15,440	tons	5.50	84,920.00
Extra for Paving Approaches	8	only	25.00	200.00
Asphaltic Concrete Traffic Markers	2,600	lin. ft.	0.75	1,950.00
				$352,420.40

Seeding and Mulching	All Required	$	$ 1,400.00
Flagging (57½% of Contractor's Costs)	All Required		2,000.00
Work by Consumers Power, Inc.	All Required		6,000.00
Signs (Temporary)	All Required		1,600.00
Signs (Permanent)	All Required		200.00
	Subtotal		$363,620.40
	10% Engr. & Cont.		36,361.60
	Total		$399,982.00

Length of Project - - - - - - 4.111 Miles
Cost of Roadway Per Mile- - - $97,295.54

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 13,000.00	$ 8,000.00	$ 5,000.00
Roadway	399,982.00	242,000.00	157,982.00
	$412,982.00	$250,000.00	$162,982.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

CAMP ADAIR-LEWISBURG SECTION

PROJECT NO. F-50(6)

Estimated costs of work by the Consumers Power Company.

Labor	$4,341.89
Material	2,976.32
Equipment	1,484.67
Salvage Credit	1,241.21 Cr.
Betterment to System, Credit	1,524.79 Cr.
	$6,036.88
USE	$6,000.00

Federal Aid
Project No. F-50(6)

Oregon State Highway Department

CAMP ADAIR-LEWISBURG SECTION OF THE PACIFIC HIGHWAY WEST IN BENTON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 13, 1959

Type Code P. E.

Preliminary Engineering	All Required		$ 13,000.00

Type Code 6202
Roadway (Sta. 1591+00 thru equa. 1615+76.23-0+00 to Sta. 192+17.37)

Clearing and Grubbing	All	Required		$ 5,000.00
Drainage Excavation, Unclassified	950	cu. yds.	$3.00	2,850.00
General Excavation, Unclassified	144,100	cu. yds.	0.40	57,640.00
Short Overhaul	513,400	yd. sta.	0.02	10,268.00
Long Overhaul	18,800	C-yd.sta.	0.50	9,400.00
Finishing Roadbed and Slopes	4.11	miles	750.00	3,082.50
Rounding Cutbanks	26,300	lin. ft.	0.20	5,260.00
18-inch Corrugated Metal Pipe	130	lin. ft.	5.00	650.00
24-inch Corrugated Metal Pipe	50	lin. ft.	7.50	375.00
36-inch Corrugated Metal Pipe	100	lin. ft.	14.50	1,450.00
48-inch Corrugated Metal Pipe	80	lin. ft.	25.00	2,000.00
60-inch Corrugated Metal Pipe	100	lin. ft.	32.00	3,200.00
12-inch Concrete Pipe	640	lin. ft.	2.50	1,600.00
18-inch Concrete Pipe	1,150	lin. ft.	4.50	5,175.00
42-inch Concrete Pipe	100	lin. ft.	12.50	1,250.00
60-inch Concrete Pipe	90	lin. ft.	22.00	1,980.00
Extra for Pipe Under Pavement	100	lin. ft.	3.00	300.00
6-inch Perforated Concrete Drain Pipe	110	lin. ft.	1.50	165.00
Special Backfill in Drains	22	cu. yds.	6.00	132.00
Water Main Relocation	All	Required	(37.17%)	992.40
Metal Guard Rail	750	lin. ft.	3.50	2,625.00
Guide Posts, Type W-2	100	only	6.75	675.00
1½-inch Electrical Conduit	420	lin. ft.	1.75	735.00
Loose Riprap	80	cu. yds.	5.00	400.00
Coarse Crushed Material in Base	110,000	tons	1.65	181,500.00
3/4" - 0 Material in Base	11,800	tons	1.75	20,650.00
Sprinkling	2,520	M-gal.	3.00	7,560.00
SS-1 Asphalt in Sprinkling	11,470	Gal.	0.19	2,179.30
Preparation of Base	4.11	miles	250.00	1,027.50
3/4" - 0 Material in Binder Course	690	cu. yds.	3.75	2,587.50
Furnishing and Placing Aggregates	1,390	cu. yds.	3.75	5,212.50
RC-3 Asphalt	111	tons	48.00	5,328.00
120-150 Asphalt	100	tons	46.00	4,600.00
RS-1 Asphalt	38	tons	48.00	1,824.00
Extra for Oiling Approaches	22	only	30.00	660.00
Class "B" Asphaltic Concrete	15,440	tons	5.50	84,920.00
Extra for Paving Approaches	8	only	30.00	240.00
Asphaltic Concrete Traffic Markers	2,600	lin. ft.	1.00	2,600.00
				$438,093.70

Seeding and Mulching	All Required	$ 1,400.00
Flagging (57½% of Contractor's Cost)	All Required	2,000.00
Work by Consumers Power Inc.	All Required	3,500.00
Work by Pacific Tel. and Tel. Co.	All Required	1,000.00
Signs (Temporary)	All Required	1,600.00
Signs (Permanent)	All Required	200.00
	Subtotal	$447,793.70
	10% Engr. & Cont.	44,779.37
	Total	$492,573.07

Length of Project - - - - - 4.111 Miles
Cost of Roadway Per Mile- - $119,818.30

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 13,000.00	$ 8,000.00	$ 5,000.00
Roadway	492,573.07	300,000.00	192,573.07
	$505,573.07	$308,000.00	$197,573.07

Oregon State Highway Department

Federal Aid
Project No. F-50(6)

CAMP ADAIR-LEWISBURG SECTION OF THE
PACIFIC HIGHWAY WEST IN BENTON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 24, 1959

Type Code P.E.

Preliminary Engineering	All	Required	$	$ 13,000.00

Type Code 6202
Roadway (Sta. 1591+00 Thru Equa. 1615+76.23-0+00 to Sta. 192+17.37)

Clearing and Grubbing	All	Required	$	$ 5,000.00
Drainage Excavation, Unclassified	950	cu. yds.	3.00	2,850.00
General Excavation, Unclassified	144,100	cu. yds.	0.40	57,640.00
Short Overhaul	513,400	yd. sta.	0.02	10,268.00
Long Overhaul	18,800	C-yd.sta.	0.50	9,400.00
Finishing Roadbed and Slopes	4.11	miles	750.00	3,082.50
Rounding Cutbanks	26,300	lin. ft.	0.20	5,260.00
18-inch Corrugated Metal Pipe	130	lin. ft.	5.00	650.00
24-inch Corrugated Metal Pipe	50	lin. ft.	7.50	375.00
36-inch Corrugated Metal Pipe	100	lin. ft.	14.50	1,450.00
48-inch Corrugated Metal Pipe	80	lin. ft.	25.00	2,000.00
60-inch Corrugated Metal Pipe	100	lin. ft.	32.00	3,200.00
12-inch Concrete Pipe	640	lin. ft.	2.50	1,600.00
18-inch Concrete Pipe	1,150	lin. ft.	4.50	5,175.00
42-inch Concrete Pipe	100	lin. ft.	12.50	1,250.00
60-inch Concrete Pipe	90	lin. ft.	22.00	1,980.00
Extra for Pipe Under Pavement	100	lin. ft.	3.00	300.00
6-inch Perforated Concrete Drain Pipe	110	lin. ft.	1.50	165.00
Special Backfill in Drains	22	cu. yds.	6.00	132.00
Water Main Relocation	All	Required	(37.17%)	992.40
Metal Guard Rail	750	lin. ft.	3.50	2,625.00
Guide Posts, Type W-2	100	only	6.75	675.00
1½-inch Electrical Conduit	420	lin. ft.	1.75	735.00
Loose Riprap	80	cu. yds.	5.00	400.00
Coarse Crushed Material in Base	110,000	tons	1.65	181,500.00
3/4" - 0 Material in Base	11,800	tons	1.75	20,650.00
Sprinkling	2,520	M-gal.	3.00	7,560.00
SS-1 Asphalt in Sprinkling	16,550	gal.	0.19	3,144.50
Preparation of Base	4.11	miles	250.00	1,027.50
3/4" - 0 Material in Binder Course	690	cu. yds.	3.75	2,587.50
Furnishing and Placing Aggregates	1,390	cu. yds.	3.75	5,212.50
RC-3 Asphalt	111	tons	48.00	5,328.00
120-150 Asphalt	100	tons	46.00	4,600.00
RS-1 Asphalt	38	tons	48.00	1,824.00
Extra for Oiling Approaches	22	only	30.00	660.00
Class "B" Asphaltic Concrete	15,440	tons	5.50	84,920.00
Extra for Paving Approaches	8	only	30.00	240.00
Asphaltic Concrete Traffic Markers	2,600	lin. ft.	1.00	2,600.00
				$439,058.90

Seeding and Mulching	All Required	$	$ 1,400.00
Flagging (57½% of Contractor's Costs)	All Required		2,000.00
Work by Consumers Power Inc.	All Required		3,500.00
Work by Pacific Tel. and Tel. Co.	All Required		1,000.00
Signs (Temporary)	All Required		1,600.00
Signs (Permanent)	All Required		200.00
	Subtotal		$448,758.90
	10% Engr. & Cont.		44,875.89
	Total		$493,634.79

Length of Project - - - - - - 4.111 Miles
Cost of Roadway Per Mile- - - $120,076.57

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 13,000.00	$ 8,000.00	$ 5,000.00
Roadway	493,634.79	300,000.00	193,634.79
	$ 506,634.79	$308,000.00	$198,634.79

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Forrest Cooper

December 1, 1961

Camp Adair-Lewisburg
Contract No. 5580

FINAL COST ANALYSIS

Grading and Paving
Contractor: Warren Northwest, Inc.
Resident Engineer: L.L. MacIntyre

NOTED

Pacific Highway West
Prefix No. 2-1047
Project No. F-50(6)

Item 5540	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
**Clearing and Grubbing	100%	All	6,500.00		4,910.95	6,500.00
**Drainage Excavation	1,063.29	Cu.Yd.	2.00	1.47	1,567.13	2,126.58
**General Excavation	140,151.5	Cu.Yd.	0.27	0.262	36,741.74	37,840.91
**Short Overhaul	421,731	Yd.Sta.	0.005	0.0045	1,905.81	2,108.66
**Long Overhaul	10,747.4	C-Yd.Sta.	0.35	0.28	2,985.95	3,761.59
**Finish R.B. & Slopes	4.11	Mile	800.00	583.77	2,399.28	3,288.00
**Rounding Cutbanks	4,175	Lin.Ft.	0.15	0.12	493.42	626.25
**18" Corr.Metal Pipe	118	Lin.Ft.	5.00	4.08	481.05	590.00
**24" Corr.Metal Pipe	48	Lin.Ft.	7.00	5.93	284.74	336.00
**36" Corr.Metal Pipe	96	Lin.Ft.	12.70	10.52	1,010.33	1,219.20
**48" Corr.Metal Pipe	40	Lin.Ft.	18.00	14.00	560.34	720.00
**60" Corr.Metal Pipe	106	Lin.Ft.	30.00	23.52	2,492.85	3,180.00
**12" Concrete Culv. Pipe	738	Lin.Ft.	2.00	1.46	1,075.19	1,476.00
**18" Concrete Culv. Pipe	960	Lin.Ft.	3.85	2.94	2,816.43	3,696.00
**42" Concrete Culv. Pipe	84	Lin.Ft.	11.00	8.54	717.09	924.00
**60" Concrete Culv. Pipe	80	Lin.Ft.	20.00	19.02	1,521.65	1,600.00
**Extra for Pipe Under Pvmt.	44	Lin.Ft.	5.00	2.53	111.40	220.00
**6" Perf.Conc.Drain Pipe	260	Lin.Ft.	2.00	1.54	400.89	520.00
**Special Backfill in Drains	28	Cu.Yd.	10.00	7.74	216.64	280.00
*Water Main Relocation	100%	All	3,000.00		1,929.50	3,000.00
*Metal Guard Rail	741.5	Lin.Ft.	2.38	2.38	1,764.77	1,764.77
*Guide Posts Type W-2	109	Each	5.95	5.95	648.55	648.55

Final Cost Analysis - Contract No. 5580
Camp Adair-Lewisburg Section

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*1-1/2" Electrical Conduit	378	Lin. Ft.	1.45	1.27	481.57	548.10
**Loose Riprap	50	Cu. Yd.	10.00	6.20	309.85	500.00
*Coarse Cr. Mat'l in Base	125,204.5	Ton	1.24	1.21	152,218.42	155,253.58
*3/4"-0 Cr. Mat'l in Base	11,800	Ton	1.45	1.33	15,669.40	17,110.00
*Sprinkling	2,572.1	M-Gal.	1.50	1.13	2,917.91	3,858.15
*SS-1 Asphalt in Sprinkling	38,304	Gall.	0.35	0.30	11,310.40	13,406.40
*Preparation of Base	4.11	Mile	130.00	128.53	528.26	534.30
*Furnish & Place Aggregates	1,390	Cu. Yd.	3.50	3.47	4,824.43	4,865.00
*120-150 Asphalt	100	Ton	36.00	34.72	3,472.40	3,600.00
*RS-1 Asphalt	38	Ton	38.00	35.90	1,364.12	1,444.00
*Extra for Oiling Approaches	22	Each	25.00	19.06	419.45	550.00
*Cl. B Asphaltic Concrete	14,509	Ton	5.50	5.31	77,055.90	79,799.50
*Extra for Paving Approaches	8	Only	25.00	14.83	118.70	200.00
*Asph. Conc. Traffic Markers	1,771.4	Lin. Ft.	0.75	0.58	1,033.96	1,328.55
*PA#1 Remove & Dispose of Bldg.	100%	All	150.00		88.49	150.00
*PA#2 Furn. & Place Coarse Cr. Matl.	2,448.1	Ton	0.66	0.56	1,375.83	1,615.75
*PA#3 Furn. & Place 3/4"-0 Cr. Matl.	5,462.4	Ton	1.45	1.30	7,127.95	7,920.48
*PA#3 120-150 Asphalt	85.25	Ton	36.00	34.72	2,959.88	3,069.00
*PA#3 RS-1 Asphalt	25.28	Ton	38.00	35.90	907.55	960.64
*PA#3 Furn. & Place Aggregate	1,555	Cu. Yd.	3.50	3.20	4,978.80	5,442.50
*PA#4 Slide Removal	3,812	Cu. Yd.	0.80	0.65	2,477.80	3,049.60
*Force Account					6,171.82	6,462.16
					$364,848.59	$388,094.22

Final Cost Analysis - Contract No. 5580
Camp Adair-Lewisburg Section

	Gross Revenue	Total Cost	Profit	% Profit
*Warren Northwest, Inc.	316,581.03	300,234.09	16,346.94	5.2%
**Durbin Brothers	71,513.19	64,614.50	6,898.69	9.6%
	$388,094.22	$364,848.59	$23,245.63	6.0%

DETAIL OF COSTS - Contract No. 5580

Warren Northwest Co.

Labor:			
Labor		$ 59,209.50	
Labor Insurance		5,459.12	
Health, Welfare and Pension		3,676.00	$ 68,344.62
Materials:			
1-1/2" Electrical Conduit		270.03	
SS-1 Asphalt		5,173.09	
85-100 Asphalt	804.1 Ton @ $27.65	22,232.62	
120-150 Asphalt	185.25 Ton @ $29.36	5,438.69	
RS-1 Asphalt	63.28 Ton @ $30.57	1,934.23	
Royalty on Gravel		10,274.52	
Gravel Purchased from Builders Supply Co.		7,160.14	52,483.32
Equipment Rental and Miscellaneous Supplies:			
Equipment Rentals, Owned		70,938.25	
Equipment Rentals, Hired		6,086.00	
Gas, Oil, Grease and Electric Power		8,078.47	
Bond		1,063.95	
P.U.C.		286.75	
P.L. and P.D. Insurance		740.12	
Move In, Freight and Cartage		2,891.20	
Small Tools and Miscellaneous Supplies		1,147.80	
Amt.pd.J.C. Denton for installing Guard Rail & Sight Posts		2,413.32	
Amt.pd.Tuss Bros. for Hauling & Processing Crushed Gravel		71,602.00	
Amt.pd.Don Greene for Excavation of Slide Material		2,515.46	
Home Office and General Overhead		11,642.83	
			179,406.15
		TOTAL COST	$ 300,234.09

DETAIL OF COSTS - Contract No. 5580
Durbin Brothers

Labor:				
Labor			$ 21,160.64	
Labor Insurance			1,798.65	
Health, Welfare and Pension			1,158.50	$ 24,117.79
Materials:				
18" Corr. Metal Pipe	118 Lin. Ft.	@ $2.80	330.40	
18" Corr. Metal Bands	3 Each	@ $2.80	8.40	
24" Corr. Metal Pipe	48 Lin. Ft.	@ $4.37	209.76	
24" Corr. Metal Bands	2 Each	@ $4.37	8.74	
36" Corr. Metal Pipe	96 Lin. Ft.	@ $8.56	821.76	
36" Corr. Metal Bands	3 Each	@ $8.56	25.68	
48" Corr. Metal Pipe	40 Lin. Ft.	@ $11.62	464.80	
48" Corr. Metal Bands	1 Each	@ $11.62	11.62	
60" Corr. Metal Pipe	106 Lin. Ft.	@ $19.05	2,019.30	
60" Corr. Metal Bands	3 Each	@ $38.10	114.30	
12" Concrete Pipe	738 Lin. Ft.	@ $1.00	738.00	
18" Concrete Pipe	960 Lin. Ft.	@ $2.05	1,968.00	
42" Concrete Pipe	84 Lin. Ft.	@ $7.00	588.00	
60" Concrete Pipe	80 Lin. Ft.	@ $16.00	1,280.00	
6" Perf. Conc. Pipe	260 Lin. Ft.	@ $0.68	176.80	
Special Backfill	20 Cu. Yd.	@ $3.92	78.40	
Sand and Cement			45.60	8,889.56
Equipment Rentals and Miscellaneous Supplies:				
Equipment Rental, Owned			19,858.00	
Equipment Rental, Hired			1,939.62	
Gas, Oil and Grease			2,836.50	
Bond			559.22	
P.U.C.			117.85	
P.L. and P.D. Insurance			264.51	
Small Tools and Miscellaneous Supplies			721.75	
Move In, Freight and Cartage			2,700.00	
Home Office and General Overhead			2,609.70	31,607.15
			TOTAL COST	$ 64,614.50

Remarks - Contract No. 5580

This was a "Federal Aid Primary Project" calling for grading and paving of 4.11 miles of highway roadbed on the Camp Adair-Lewisburg Section of the Pacific Highway West in Benton County.

The contract was bid December 7, 1959, awarded January 22, 1960. Work started March 7, 1960 and the project was completed September 22, 1961.

Items 1 through 19 and Item 24 were subcontracted to Durbin Brothers, grading contractors, who moved in one D-8 cat and clearing dozer and a crew of five men. The clearing was started March 7, 1960 and took approximately five weeks to complete this portion of the contract. The excavation was started July 2, 1960 with four D-W20's, one D-9 push cat, one D-8 cat and dozer, one 3/4-cubic yard shovel, one cat #12 grader and one water truck. Good progress was made on the excavation as all the material was dirt and easily moved.

The contractor moved in his crushing plant and started erecting same at the Vanderpool gravel pit, located approximately four miles southwesterly from Buena Vista, on March 12, 1960. They started crushing and stockpiling gravel April 23, 1960. Very good progress was made on the crushing.

The crushed base and 3/4"-0 material was hauled by Tuss Brothers with their five tandem trains. The haul was approximately five miles. The material was processed with two graders and one roller. Good progress was made on the hauling of crushed gravel and the processing.

The contractor moved in and set up his portable paving plant at the stockpile site on the Vanderpool property August 18th and the placing of the asphaltic concrete mix started September 5, 1960, requiring approximately three weeks to complete the Class "B" asphaltic concrete. This material was hauled with owned and hired trucks and processed with the contractor's equipment.

The contractor placed the crushed gravel on the highway shoulders at this time but did not get to place the oil as the weather became cold and wet and oiling had to be delayed until the following spring. The contractor started preparing the shoulders for oiling August 14, 1961, completing this work September 2nd.

Guardrail and sight posts were installed by J.C. Denton & Sons at bid prices.

The contractor had good bid prices, fair equipment and good supervision, realizing a fair profit.

M.N. Juve
Chief Cost Analyst

By

George Kayser

RECEIVED
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FOR FILING

F- [illegible]

5580

November 9, 1961

Federal Insurance Co.,
Bonding Department
320 California Street
San Francisco 4, California

Gentlemen:

State Highway contract #5580 for grading-paving the Camp Adair-Lewisburg Section of Pacific Highway West in Benton County was completed by the contractor, Warren Northwest, Inc., on September 22, 1961, but has not as yet been accepted by the Commission.

Final payment in the amount of $11,448.46 will be released to the contractor after acceptance by the Commission. The total contract amount is $388,094.22, of which amount $6,462.16 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Federal Insurance Co.,
Ward Cook-Rodgers Ins. Co. Inc.,
603 Panama Bldg.,
Portland, Oregon

cc: Warren Northwest, Inc.,
P. O. Box 5072
Portland 13
Oregon

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COMMISSIONERS
M. [illegible] MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

5580

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 30, 1961

Mr. R. E. Batie
Warren Northwest, Inc.
9860 N.E. Hancock Street
Portland 13, Oregon

Dear Sir:

Reference is made to your claim on the Namorf-Harper Section of the Central Oregon Highway, Contract No. 5580, for alleged additional costs incurred in rock production beyond the requirements of the contract. The claim was in the total amount of $17,868.57.

The claim has been thoroughly investigated and analyzed. We believe that you were required to crush the base material for this project in accordance with our standard specifications.

Your proposal to blend clean material with contaminated material in order to pass P.I. requirements was disapproved. We do not believe that in this case such an operation would provide a homogeneous, non-contaminated base course.

Under the circumstances, the claim must be entirely denied.

Very truly yours,

W. C. Williams
Construction Engineer

By

Tom Edwards
Construction Engineer

FBK:fp:jw

cc Forrest Cooper
L. I. Lindas
A. F. Parson

NOTED
FORREST COOPER

RECEIVED
OCT 31 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 11 1961
FOR FILING

5590

October 10, 1961

Federal Insurance Co.,
Bonding Department
320 California Street
San Francisco 4, California

Gentlemen:

It is the intention of the State Highway Commission to release to Warren Northwest, Inc., a portion of the funds heretofore retained by the Commission on contract #5580 for grading-paving the Camp Adair-Lewisburg Section of Pacific Highway West in Benton County.

This payment, in the amount of $32,528.92, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $11,448.96. The present payment will be released on or after October 18, 1961.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Federal Insurance Co.,
Ward Cook-Rodgers Ins.Co.Inc.,
603 Panama Bldg.,
Portland, Oregon

cc: Warren Northwest, Inc.,
P. O. Box 5072
Portland 13
Oregon

E-50(d)

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

		For Week Ending	September 30th., 1961
Section	Camp Adair - Lewisburg	Kind of work	Grading and Paving
Highway	Pacific West County Benton	Section prefix	2-1047
Contractor	Warren Northwest Inc.	Contract number	5580
Date of contract	January 22, 1960, 19	Specified work days	125 Beginning 3/1/60
Date work started	March 7th. 1960, 19	Work days used	125
Project authorization	$ 409,613.46	Per cent of time elapsed	100 %
Exclusive of engineering	$ 380,490.04		

Estimated cost of completed project, exclusive of engineering . . . $ 397,840.00

Estimated per cent overrun . . . 4.69 %

Per cent of contract completed, based on estimated cost . . . 100 %

Engineering authorization . . . $ 29,490.42

Engineering cost to date $ $31,200.00 1.08 %

Date project was completed Sept 22, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100%	100%	100%		100%	A.C. 100% Oil 100%	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Work complete - Semi Final estimate delivered to Division Office Sept. 22 1961

FINAL REPORT

ISION

1961

NOTED
JOHN R. OAKES

Signed L.L.MacIntyre, Resident Engineer

Address Oregon State Highway Dept. 2950 State Street
Salem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.11	4.11		4.11	4.11
Miles partially completed	4.11	4.11		4.11	4.11
Miles completed	4.11	4.11		4.11	4.11
Total estimated quantities (contract)	144,100 CY	121,800 Ton		149 Ton	15,140 Ton
Total quantities corrected to date	143,963 CY	142,600 Ton		248.5	14,509 Ton
Estimated quantities moved or placed to date	143,963 CY	142,600 Ton		248.5	14,509 Ton
Average daily quantities	0	0		0	0
Average daily quantities necessary to complete project on time	0	0		0	0
Number shifts per day	0	0		0	0
Hours per shift	0	0		0	0
Average force on project for week	0	0		0	0

Men

Supervision (NO MEN OR EQUIPMENT ON THE PROJECT THIS WEEK)

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Showers		
Friday	Fair		
Saturday			

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SEP 29 1961
FOR FILING
F-50(6)
[illegible]

September 29, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 22, 1961, on Contract No. 5580, Camp Adair-Lewisten Section, in Benton County, in connection with Federal Aid Project No. F-50(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

cc: H. S. Cox

RECEIVED
JUL 21 1961
FOR FILING
5580

July 20, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering additional delineators on the Camp Adair - Lewisburg Section of the Pacific West Highway in Benton County, Contract No. 5580, in connection with Federal Aid Project No. F-50(6).

Additional guide posts are needed at channelized intersections for the direction and safety of traffic. These delineators were not covered in the contract plans.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By
R. L. Porter
Office Engineer

DBP:bm

Enc.

RECEIVED
JUN 19 1961
FOR FILING

F-5 (6)

5580

June 16, 1961

Mr. C. G. Falk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering removing and reinstalling sight posts on the Camp Adair-Lewisburg Section of the Pacific West Highway in Benton County, Contract No. 5580, in connection with Federal Aid Project No. F-50(6).

The shoulders on this section could not be oiled last year on account of weather. It was necessary to use the highway and for safety of traffic during the winter the sight posts were installed. It is necessary to remove the posts for oiling and reset them when oiling has been done.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt
Enc.

RECEIVED
MAR 17 1961

F-50(6)

4625th Air Base Squadron (SAGE)
UNITED STATES AIR FORCE
Adair Air Force Station
Corvallis, Oregon

15 March 1961

F 55

SUBJECT: Water Line Adjustment Pacific Highway West, Federal Aid Project Nr. F-50(6)

TO: State of Oregon: State Highway Department
ATT: Mr. Williams

1. Reference your letter of 22 December 1959 in regards to the United States Air Force share of the cost of adjusting the water line below Pacific Highway west at Adair Air Force Station, in the amount of $1,884.90. Will you kindly send a statement for payment in four (4) copies so this can be paid.

2. Billing should be to Finance Officer, 337 Fighter Group, Portland International Airport, through this office.

R. H. BLAIN
Major, USAF
Base Civil Engineer

orig to Marion for handling

RECEIVED
OCT 18 1960
FOR FILING
7-5516

5580

OREGON STATE HIGHWAY DEPARTMENT
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division

Section **Camp Adair-Lewisburg** Highway **Pacific West**

County **Benton** MP______ to MP________ Contractor **Warren Northwest**

Resident Engineer **L. L. MacIntyre** Inspector________

Date Completed **October, 1960** Date Reported **October 14, 1960**

Type and Thickness of Wearing Surface **3½" B** A. C.____Oil Mat__________Seal.

N,(S,)E, W from MP or Sta.______							(N,)S, E, W from MP or Sta.______						
Mile	Wheel Count	Roughness		Test Run On			Mile	Wheel Count	Roughness		Test Run On		
		Total	Per Mile	Top	Base	Seal			Total	Per Mile	Top	Base	Seal
1	750	78	78				1	750	78	78			
2	1500	171	93				2	1500	158	80			
3	2250	265	94				3	2250	233	75			
4	3000	350	85				4	3000	312	79			
5	3750						5	3750					
6	4500						6	4500					
Average Roughness Per Mile **87.5"**							Average Roughness Per Mile **78"**						

Remarks: ________________________

To 75	-	Good
75-100	-	Fair
Over 100	-	Poor

CC: Deputy Highway Engineer
Construction Engineer
Division Engineer
Resident Engineer
Laboratory
Bureau of Public Roads

Mel Jacobsen
Operator

NOTED
FORREST COOPER

RECEIVED
AUG 30 1960
FOR FILING

[illegible]

[illegible]

August 30, 1960

Oregon State Highway Commission

Gentlemen:

At 1 p.m., on August 26, 1960, approval was granted for the installation of 35-mile-per-hour construction speed zone signs on the Camp Adair-Lewisburg Section of the Pacific Highway West, No. 1W.

Your concurrence is requested in the establishment of a 35-mile-per-hour construction speed zone on the Camp Adair-Lewisburg Section of the Pacific Highway West from M.P. 73.8 to M.P. 76.2 and from M.P. 77.8 to M.P. 78.0.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

VPJ:pk me

cc Mr. G. S. Paxson
Mr. F. B. Crandall

FORM E-123-X 50M

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
1960
FOR FILING
7-50 (6)
5580
RECEIVED

August 29, 1960

Mr. Lee Bown, Deputy Supt.
Department of State Police
107 Public Service Bldg.
Salem, Oregon

Dear Mr. Bown:

Effective 1:00 P.M., August 26, 1960, a 35 MPH construction speed zone was established on the Camp Adair-Lewisburg Section of the Pacific Highway West, No. 1W, between M.P. 73.8 and M.P. 76.2 and between M.P. 77.8 and M.P. 78.0.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By

F. B. Crandall
Traffic Engineer

pk
bc:G.S. Paxson

NOTED
G.S. PAXSON

[illegible]

RECEIVED
AUG 16 1960
FOR FILING

F-50 (6)

5580

August 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering re-establishing a domestic water line on the Camp Adair-Lewisburg Section of the Pacific West Highway in Benton County, Contract No. 5580, in connection with Federal Aid Project No. F-50(6).

The domestic water line between Stations 72+50 and 76+00 is within the construction area and must be re-established. This work is required in settlement of right of way negotiations.

No additional or special benefit will accrue to the land owner because of this order. It has been verbally approved by the B.P.R. Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Encl.

DBP:cr

A

RECEIVED
FOR FILING
5000
5500

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

July 13, 1960

C. G. Polk, Division Engineer
Salem, Oregon

Oregon Project F-50(6), Camp Adair-Lewisburg Section of the Pacific West Highway
Order for State Force Work, seeding and mulching
dated June 9, 1960

Reference is made to your letter dated July 7, 1960 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has trained men and specialized equipment to perform the work most economically.
3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

NOTED
FORREST COOPER

A

RECEIVED
JUL - 8 1960
FOR FILING

F 50(6)

July 7, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 5, Account No. 224-238, covering seeding and mulching on the Camp Adair-Lewisburg Section of the Pacific West Highway in Benton County, Contract No. 5580, in connection with Federal Aid Project No. F-50(6).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $1,400, with Federal participation of $850.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

DBP:sw

RECEIVED

A

F-50(6) When replying, refer to
08-35.

5-5(1)

408 State Highway Building
Salem, Oregon

May 11, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Project F-50(6), Camp Adair-Lewisburg
Section, Pacific Highway West
Extra Work Order No. 3,
Adjusting and maintaining mail boxes

Dear Sir:

We are in receipt of the subject order indicating verbal approval by our area engineer.

It has always been our position on this feature of construction that, since the mail boxes are located on public property, and are themselves private property, we are unable to recognize an obligation to maintain them during construction. Unfortunately our area engineer had not been apprised of this policy at the time he gave telephone approval.

Accordingly we are unable to participate in the work described under the order.

Very truly yours,

C. G. Polk
Division Engineer

Orig Poster
copy Edw.

A

RECEIVED
MAY 9 - 1960
FOR FILING
F-50(6)
5380

May 9, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering the adjusting and maintaining mail boxes on the Camp Adair-Lewisburg Section of the Pacific West Highway in Benton County, Contract No. 5380, in connection with Federal Aid Project No. F-50(6).

This work is necessary to maintain mail service during construction and to place the boxes in permanent location. This was an anticipated item in the contract and has been verbally approved by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:jb
Enc.

A

RECEIVED
APR 12 1960
FOR FILING

F 50(6)

April 11, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering directional signing on the Camp Adair-Lewisburg Section of the Pacific West Highway in Benton County, Contract No. 5580, in connection with Federal Aid Project No. F-50(6).

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workmen.

This order has been verbally approved by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:sw
Encl.

RECEIVED

FOR [illegible]

F 50(6)

When replying, refer to:
08-35.5

5510

408 State Highway Bldg.
Salem, Oregon

April 11, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter

Re: Consumers Power, Inc.
Camp Adair-Lewisburg Section
Pacific Highway West
Benton County
Project No. F-50(6)

Dear Sir:

Reference is made to your letter of April 6, 1960.

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated December 3, 1959 and April 1, 1960, regarding the adjustment of facilities of the referenced utility company.

Authorization to proceed with the work is granted as of April 6, 1960. Approval is subject to the provisions of PPM 30-4.

Very truly yours,

C. G. Polk
Division Engineer

By:
D. M. Emrich
Acting Division Engineer

A

RECEIVED
APR - 6 1960
FOR FILING

F-50(6)

[illegible]

April 6, 1960

Mr. C. O. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: Camp Adair-Lewisburg Section
Pacific Highway West
Benton County
Project No. F-50(6)

Dear Sir:

We are submitting herewith the following data in connection with adjustment of power line adjustment of Consumers Power, Inc., on the subject project:

1. Two copies of Assistant Councel's letter which establishes the obligation of the State to reimburse the Company for portions of the work.

2. Two copies of the Company's estimate for the adjustments.

3. Two copies of the sketch prepared by the Company covering the work.

Your approval of the agreement between the State and Company and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt
Enc.

A

RECEIVED
MAR 30 1960
FORM E-30X 80M 7-59 22128
FOR FILING

F-50(6)

6550

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 24, 1960

SUBJECT: Camp Adair-Lewisburg Section
Pacific Highway West

To:

Mr. J. D. Walker
Division Engineer
State Highway Department
Salem, Oregon

Enclosed find copies of plans and specifications and a cost summary for the necessary detour signing on this section.

These plans, etc. have been prepared by the Traffic Department. The total anticipated cost amounts to $2,070.

The handling of this work by Extra Work methods has been discussed with the Bureau of Public Roads and has their approval.

Please therefore initiate and forward through channels an Extra Work Order for the work.

Tom Edwards
Construction Engineer

By Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

Enc.

cc Forrest Cooper

NOTED
FORREST COOPER

RECEIVED
MAR 25 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

FORM E-301 50M 7-59 22125

FOR FILING
7 50(2)

5580

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 22, 1960

SUBJECT: File No. 9084
State vs. Donald J. Mullett, et ux.
L-3446 R-30197
Camp Adair-Lewisburg Section
Pacific Highway West

To: Mr. Earl Saling
Right of Way Office Manager

Office

At the last Commission Meeting the Chief Counsel, under the above subject, presented a settlement which involved the exchange of properties between the State and the owner Mr. Mullett. The Commission executed the deed for the conveyance for the State's property as a part of the settlement, and attached hereto is the fully executed Bargain and Sale Deed to Donald J. Mullett and wife conveying one acre.

This deed should be delivered to the grantees only as a part of the closing of the transaction involved in the above entitled case.

G. E. ROHDE
Assistant Counsel

GER:hg
Attachment

cc: Mr. W. H. Haskin
Mr. Floyd Query

FLOYD QUERY

RECEIVED
MAR 1 1960

FOR FILING
F-50(6)

5580

March 14, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 7, 1960, on Contract No. 5580, Camp Adair-Lewisburg Section, in Benton County, in connection with Federal Aid Project No. F-50(6)

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

A

RECEIVED
FEB 15 1960
FOR FILING
5580
5580

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 15, 1960

Warren Northwest, Inc.,
P. O. Box 5072
Portland
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5580, awarded January 22, 1960, for grading-paving the Camp Adair-Lewisburg Section of Pacific Highway West in Benton County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
FEB - 8 1960
FOR FILING

F 50(6)

5580

A

February 5, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State's share of flagging costs on the Camp Adair-Lewisburg Section of the Pacific West Highway in Benton County, Contract No. 5580, in connection with Federal Aid Project No. F-50(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

CN:sm

RECEIVED 1960

FOR FILING

No. Contract

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

Monthly Transaction No.	
Project Report No.	5580 4
State	**Oregon**
County	**Benton**
Project No.	**F-50(7)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Approx. 0.7 miles south of Benton Co. Line to approx. 1 mile north of Lewisburg.

(Camp Adair-Lewisburg Section)

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way	**6-16-59**	
Construction		
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ **$31,100.00**	$ **$18,900.00**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
Deputy **State Highway Engineer**
(title)

By ______________________
____
(title)

By ______________________
____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Polk**
Division Engineer

By: RCWright
R. C. Wright
Administrative Manager

Date executed by Division Engineer **January 27, 1960**

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

408 State Highway Building
Salem, Oregon

When replying, refer to
08-35.5

January 20, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached are two copies of a proposed project agreement and one copy of approved detail estimate for the following project:

F-50(7) Camp Adair-Lewisburg Section

If the project agreement is satisfactory, it should be signed and returned to this office.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

Encl.

January 22, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Camp Adair-Lewisburg Section, Project No. F-50(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:mm

Oregon State Highway Department

Federal Aid
Project No. F-50(7)

CAMP ADAIR-LEWISBURG SECTION OF THE PACIFIC HIGHWAY WEST IN BENTON COUNTY

(Estimate as a basis for project agreement. Based on estimated cost of land, damages and other right of way expense.)

Salem, Oregon, January 14, 1960

Type Code R.O.W.

Right of Way (Sta. 0+00 to Sta. 192+17.37)

Right of Way	All Required	$29,600.00
	Subtotal	$29,600.00
	Acquisition Expense	1,500.00
	Total	$31,100.00

Length of Project 3.640 Miles

Federal Funds	$18,900.00
State Funds	12,200.00
	$31,100.00

State Funds for Const.: Chap. 175, Law 1917; Chap. 31, Law 1920; Chap. 529, Law 1939.

State Funds for Maint. Chap. 529, law 1939.

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RECEIVED
JAN 22 1960
FOR FILING

F-50(6)

5580

January 22, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for 3.64 miles of grading and paving on the Camp Adair-Lewisburg Section of the Pacific Highway West in Benton County, Project No. F-50(6), to Warren Northwest, Inc. of Portland on the basis of the bid of $354,305.30 submitted on December 8, 1959.

All rights of entry required for this contract are acquired.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:bb

A

RECEIVED
JAN 25 1960
FOR FILING

F-5[illegible]

5580

January 22, 1960

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

The State Highway Commission on December 16, 1959 accepted your proposal for grading and paving on the Camp Adair-Lewisburg Section of the Pacific Highway West in Benton County for the sum of $354,305.30 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled.

Those conditions have now been satisfied and the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. The project has been assigned Contract No. 5580.

This letter confirms my wire to you of this date. Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

Pacific Builder & Engineer, Inc., Seattle, Wn.
Daily Journal of Commerce, Seattle, Wn.
Daily Journal of Commerce, Portland, Oregon

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 22, 1960

Warren Northwest, Inc.
9860 N. E. Hancock Drive
Portland, Oregon

Contract for grading and paving on Camp Adair-Lewisburg Section of Pacific Highway West in Benton County for which you submitted low bid on December 8, 1959 awarded you today. Contract forms follow shortly.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Confirmation
Accounting (5003-900)
Files
Lee Gatlin

RECEIVED
JAN [illegible] 1960
FOR FILING

F 50(6)

5580

When replying, refer to
08-35.4-0

408 State Highway Building
Salem, Oregon

January 22, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project F-50(6), Camp Adair-Lewisburg Section of the Pacific Highway West, we hereby concur, as of this date, in award of Contract No., 5580 to Warren Northwest, Inc., of Portland, Oregon, low bidder in the amount of $354,305.30 at the December 8, 1959 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

By: A. F. Bester
Acting Division Engineer

Porter

NOTED
[illegible]

RECEIVED
DEC 24 1959
FOR FILING

F-50(6)

5580

December 22, 1959

Commander
4625th Air Base Squadron
Adair Air Force Station
Corvallis, Oregon

Water Line Adjustments
Camp Adair-Lewisburg Section
Pacific Highway West
Benton County

Dear Sir:

Bids were received on this project on December 8. The State Highway Commission, in its meeting on December 16, elected to accept the bid of Warren Northwest, Inc. and will award the contract as soon as all right of way has been secured. We expect that this will be accomplished by January 15, 1960.

The bid for the adjustment of your water line was $3,000. Your share, 62.83 per cent, amounts to $1,884.90. A tabulation of bids received is enclosed.

The federal-aid-project number on this project is F-50(6).

Very truly yours,

W. C. Williams
State Highway Engineer

Enclosure

cc to: Mr. Forrest Cooper
Mr. Tom Edwards

CHB:fp ae

CAMP ADAIR-LEWISBURG SECTION
Grading and Paving

Item			Unit Price	Amount
1. Clearing and Grubbing	All	Specified		$ 6,500.00
2. Drainage Excavation, Unclassified	950	Cu. Yds.	$ 2.00	1,900.00
3. General Excavation, Unclassified	144,100	Cu. Yds.	.27	38,907.00
4. Short Overhaul	513,400	Yd. Stas.	.005	2,567.00
5. Long Overhaul	18,800	C-Yd.Stas.	.35	6,580.00
6. Finishing Roadbed and Slopes	All	Specified	800.00	3,288.00
7. Rounding Cutbanks	26,300	Lin. Ft.	.15	3,945.00
8. 18-inch Corrugated Metal Pipe	130	Lin. Ft.	5.00	650.00
9. 24-inch Corrugated Metal Pipe	50	Lin. Ft.	7.00	350.00
10. 36-inch Corrugated Metal Pipe	100	Lin. Ft.	12.70	1,270.00
11. 48-inch Corrugated Metal Pipe	80	Lin. Ft.	18.00	1,440.00
12. 60-inch Corrugated Metal Pipe	100	Lin. Ft.	30.00	3,000.00
13. 12-inch Concrete Pipe	640	Lin. Ft.	2.00	1,280.00
14. 18-inch Concrete Pipe	1,150	Lin. Ft.	3.85	4,427.50
15. 42-inch Concrete Pipe	100	Lin. Ft.	11.00	1,100.00
16. 60-inch Concrete Pipe	90	Lin. Ft.	20.00	1,800.00
17. Extra for Pipe Under Pavement	100	Lin. Ft.	5.00	500.00
18. 6-inch Perforated Concrete Drain Pipe	110	Lin. Ft.	2.00	220.00
19. Special Backfill in Drains	22	Cu. Yds.	10.00	220.00
20. Water Main Relocation	All	Specified		3,000.00
21. Metal Guard Rail	750	Lin. Ft.	2.38	1,785.00

Item			Unit Price	Amount
22. Guide Posts, Type W-2	100	Only	$ 5.95	$ 595.00
23. 1½-inch Electrical Conduit	420	Lin. Ft.	1.45	609.00
24. Loose Riprap	80	Cu. Yds.	10.00	800.00
25. Coarse Crushed Material in Base	110,000	Tons	1.24	136,400.00
26. 3/4"-0 Material in Base	11,800	Tons	1.45	17,110.00
27. Sprinkling	2,520	M-gals.	1.50	3,780.00
28. SS1 Asphalt in Sprinkling	16,550	Gals.	.35	5,792.50
29. Preparation of Base	4.11	Miles	130.00	534.50
30. 3/4"-0 Material in Binder Course	690	Cu. Yds.	3.20	2,208.00
31. Furnishing and Placing Aggregates	1,390	Cu. Yds.	3.50	4,865.00
32. RC-3 Asphalt	111	Tons	38.00	4,218.00
33. 120-150 Asphalt	100	Tons	36.00	3,600.00
34. RS-1 Asphalt	38	Tons	38.00	1,444.00
35. Extra for Oiling Approaches	22	Only	25.00	550.00
36. Class "B" Asphaltic Concrete	15,440	Tons	5.50	84,920.00
37. Extra for Paving Approaches	8	Only	25.00	200.00
38. Asphaltic Concrete Traffic Markers	2,600	Lin. Ft.	.75	1,950.00
		TOTAL		$354,305.30

OREGON STATE HIGHWAY COMMISSION

TABULATION OF BIDS RECEIVED DECEMBER 8, 1959

AWARDS WILL BE MADE DECEMBER 16, 1959

BENTON COUNTY: Camp Adair-Lewisburg Section of the Pacific Highway West, approx. 4.5 mi. north of Corvallis. FAP No. F-50(6). 3.64 mi. grading and paving.

Warren Northwest, Inc., Portland	$354,305.30
Charles T. Parker Const. Co., Portland	356,870.70
Earl L. McNutt Co., Eugene	379,060.50
Babler Bros., Inc., Portland	405,834.50
Central Paving Company, Independence	415,270.50
Fred H. Slate Co., Oreg. Ltd. & E. C. Hall Co., Portland	427,372.50
Morse Bros., Lebanon	436,150.50

CLACKAMAS COUNTY: Johnson Creek Blvd. and King Road Traffic Signals. State project. Install traffic signals on Cascade Highway (82nd Ave., Portland).

Cascade Electric Co., Portland	$ 17,544.00
Gateway Electric Co., Portland	17,754.00
Ace Electric Company, Portland	17,789.00
W. R. Grasle Co., Portland	18,775.00
Steeck Electric Company, Medford	18,850.00

DOUGLAS COUNTY: Booth Ranch Truck Scale Site on Pacific Highway, 2 mi. northwesterly of Myrtle Creek. FAP No. I-5-2(21)112. Illumination installation.

Electric Corporation, Salem	$ 4,188.00
Steeck Electric Company, Medford	4,525.00
Trowbridge Electric, Roseburg	4,970.00
Cascade Electric Co., Portland	5,379.00
Thornton -Bell, Roseburg	6,400.00

JACKSON COUNTY: East Fork Evans Creek Bridge on Antioch Road, approx. 19 mi. northwesterly of Medford. County Project.

Eight Bids Received.
ALL BIDS REFERRED TO JACKSON COUNTY.

JACKSON COUNTY: Rogue River Bridges (at Homestead). FAP I-5-1(16)46.

Pacific Concrete Co. & Otis P. Jordan, Jr., Portland	$623, 333. 33
Tom Lillebo Construction Co., Reedsport	634, 799. 00
Hannan Bros. Co., Portland	666, 468. 00
S & D Construction Co., Portland	668, 701. 50
Kuckenberg Construction Co., Inc., Portland	689, 761. 50
Inter City Sand & Gravel Co., Eugene	709, 987. 70
Peter Kiewit Sons' Co., Omaha, Neb.	710, 160. 00
Hamilton & Thoms, Inc., Eugene	715, 060. 00
Workman Const. Co. & Geo. W. Irwin Const. Co., Canby	733, 763. 50

JACKSON COUNTY: Bitter Lick Creek Bridge on Elk Creek Road, approx. 48 mi. northeasterly of Medford. County project.

Seven bids received.
ALL BIDS REFERRED TO JACKSON COUNTY.

JOSEPHINE COUNTY: Pacific Highway Overcrossing of Beacon Drive, near the junction of Beacon Drive and 10th St. in Grants Pass. FAP No. I-5-1(17)58.

Ausland Construction Co., Grants Pass	$ 95, 585. 00
Snook Brothers, Corvallis	96, 308. 75
Tom Lillebo Construction Co., Reedsport	96, 412. 00
Sig Andersson, Coos Bay	97, 540. 00
R. H. Jones, Hillsboro	99, 472. 50
Stach Const. Co. and M. R. Holst, Grants Pass	100, 305. 00
Inter City Sand & Gravel Co., Eugene	102, 185. 00
Mann Const. Co. and Clarence Braden Const. Co., Redmond*	105, 795. 00
Orlando C. Bennard and Glenn Snook, Eugene	106, 685. 00
Hamilton & Thoms, Inc., Eugene	106, 765. 00
Hannan Bros. Co., Portland	114, 186. 50
Pacific Concrete Company, Portland	119, 250. 00
Peter Kiewit Sons' Co., Omaha, Neb.	121, 135. 50

*Bidder will not accept award of more than one project at this letting.

KLAMATH COUNTY: Klamath Falls (at Main St.) on The Dalles-California Highway. Traffic Signal Installation. FAP No. H-205(9).

Trowbridge & Flynn Electric Co., Medford	$ 5, 675. 00
Steeck Electric Company, Medford	5, 690. 00
Brighter Homes Electrical, Eugene	8, 840. 00
Asphalt Paving Co., Klamath Falls	8, 900. 00

LANE COUNTY: Eugene Traffic Signals. City-State Project.

L. H. Morris Electric Co., Eugene	$ 13,346.00
Steeck Electric Company, Medford	14,770.00
Electric Corp., Salem	14,888.00
Trowbridge Electric, Roseburg	15,274.00
Brighter Homes Electrical, Eugene	17,515.00

LANE COUNTY: Game Farm Road and S. P. R. R. Overcrossing on the new Pacific Highway, approx. 4 mi. northerly of Eugene. FAP I-5-4(38)196.

Sig Andersson, Coos Bay	$165,070.00
Inter City Sand & Gravel Co., Eugene	166,116.60
Birkemeier Construction Co., Milwaukie	167,815.00
Hamilton & Thoms, Inc., Eugene	169,460.00
Orlando C. Bennard & Glenn Snook, Eugene	171,475.00
Tom Lillebo Construction Co., Reedsport	174,720.00
Lockyear & White, Inc., Longview, Wn.	175,637.00
Walder & Kenworthy, Portland *	178,170.00
Babler Bros., Inc., Portland	178,367.50
S & D Construction Co., Portland	179,818.00
Mann Const. Co. and Clarence Braden Const. Co., Redmond	181,200.00
Peter Kiewit Sons' Co., Omaha, Neb.	190,608.00

*Bidder will not accept award of projects totalling in excess of $225,000 at this letting.

LANE COUNTY: Linn County Line-McKenzie River Section of Pacific Highway, approx. 5 mi. north of Eugene. Federal-Aid Interstate Highway Project No. I-5-4(29)198. 6.10 mi. stone base, paving and signing.

Roy L. Houck Sons' Corporation, Salem	$1,083,448.10
Gordon H. Ball, Danville, Calif.	1,173,873.58
Peter Kiewit Sons' Co., Omaha, Neb.	1,227,090.43
E. C. Hall Co. and Hamilton & Thoms, Inc., Portland	1,281,951.08

LINCOLN COUNTY: Sam's Creek Bridge on Sam's Creek Road (FAS 832), approx. 6 mi. easterly from Siletz. FAP No. S-435(1).

Sig Andersson, Coos Bay	$ 21,379.00
Babler Bros., Inc., Portland	22,930.00
D. Duane Amens, McMinnville	23,682.56
H. G. Carl Construction Co., Salem	26,715.78
A & G Construction, Springfield	27,344.50

LINCOLN COUNTY: Cedar Creek-Chitwood Creek Section of the Siletz Highway, approx. 6 mi. north of Siletz. FAP No. S-204(8). 2.26 mi. grading and oiling.

Calkins Crushing Co., Oceanlake	$101,851.00
Silver Falls Const. Co., Silverton	104,132.50
Salem Construction Co., Salem	109,607.25
Stevenson Const. Co., Salem	116,130.00
E. C. Hall Co., Portland	127,439.50
E. A. White Co., Newport	143,485.00

LINN COUNTY: Main St. (Lebanon-Santiam Canal) Bridge on Santiam Highway in Lebanon. FAP U-196(19). Widen bridge, grading and paving.

Walder & Kenworthy, Portland *	$ 31,345.00

* Bidder will not accept award of projects totalling in excess of $225,000 at this letting.

MULTNOMAH COUNTY: Multnomah Falls-Dodson Section of the Columbia River Highway, approx. 30 mi. east of Portland. Federal-Aid Interstate Highway Project No. I-80N-2(13)28. 4.07 mi. stone base, paving and signing.

Dorman Construction Company, Vancouver, Wn.	$480,154.64
Vernie Jarl, Gresham *	525,492.05
Rogers Construction Co., Portland	528,305.10
J. N. Conley, Portland	544,375.50
Newport Construction Co., Portland	566,930.50
E. C. Hall Co., Portland	600,445.70

* Bidder will not accept award of more than one project at this letting.

SHERMAN COUNTY: South Unit, Grass Valley-Kent Section of the Sherman Highway, approx. 6 mi. south of Grass Valley. FAP No. F-90(5). 6.74 mi. grading and paving.

C. R. O'Neil, Creswell	$478,031.50
Rogers Construction Co., Portland	479,299.40
Central Paving Company, Independence	480,139.50
Vernie Jarl, Gresham *	480,388.00
L. S. Matusek, Portland	491,563.00
McNutt & Sons, Inc., Springfield	493,700.48
S. S. Mullen, Inc., Seattle, Wn.	506,718.50
Warren Northwest, Inc., Portland	507,746.00
Clarence Braden Construction Co., Walla Walla, Wn.	509,435.50

South Unit, Grass Valley-Kent Section (Continued).

Earl L. McNutt Co., Eugene	$510,687.50
Newport Construction Co., Portland	516,875.50
S. D. Spencer & Son, Vancouver, Wn.	517,527.00
Fred H. Slate Co., Oreg. Ltd., & E. C. Hall Co., Portland	519,151.50
G. C. Meisel, McMinnville	526,854.00
Loyd E. Pickett and Arthur O. Farber, Sweet Home	566,112.50
F. H. McEwen, Eugene	580,894.00
Stanley Wilt, Corvallis	583,737.00

* Bidder will not accept award of more than one project at this letting.

WASCO COUNTY: The Dalles-Eightmile Creek Sign Installation on The Dalles-California Highway at its intersection with Columbia River Highway and with Eightmile Road, about 7 mi. south of The Dalles. FAP No. F-102(4).

Korstad, Inc., Eugene	$ 8,950.93
Vern Hoaglin Const., Inc., Beaverton	9,704.01
Highway Protection Corporation, Chicago, Ill.	11,412.94
Electrical Products Corp. of Ore., Portland	11,768.04
J. C. Denton & Sons, Portland	12,995.40

WASHINGTON COUNTY: Murray Road Interchange on the Sunset Highway, approx. 7 mi. west of Portland. FAP No. F-186(16). Roadside improvement project.

Salem Construction Co., Salem	$ 6,652.35
Solomon Aichele, Portland	7,520.00
Rich and Sons Nursery, Hillsboro	8,500.75
E. P. Baltz & Son, Portland	8,559.45
Ernest Ferrante & Co., Portland	8,970.50

RECE [redacted]

FOR

Cons[illegible]

Ku[illegible]

Pa[illegible]

October 30, 1959

Commander
Adair Air Force Station
Corvallis, Oregon

Re: Water Line Adjustment
Camp Adair-Lewisburg Section
Pacific Highway West
Benton County

Dear Sir:

The State Highway Department proposes to call for bids on the above-named project on December 8, 1959, and a 10-inch water line owned by you must be adjusted due to conflict with the proposed construction. We are sending to you under separate cover a preliminary set of plan and profile sheets for the entire project and two extra sheets showing the proposed water line adjustment.

The water line is now partially on State Highway right of way by permit and, under the terms of the permit, it is your obligation to make the necessary adjustments without cost to the State. The remainder of the existing line is on property owned by the State Board of Higher Education by easement and it is the obligation of the State Highway Department to assume the cost of adjusting this portion. Our plans show that 113 feet of the line must be replaced and, of this, 71 feet are now on highway right of way; thus, 62.83 per cent of the cost must be borne by you and the remaining 37.17 per cent will be paid by the State Highway Department. Our estimate of cost of this project is about $3,000 for the total job.

The necessary work may be accomplished by either of two methods:

1. The State include the adjustment as a bid item in our highway construction contract and the Air Force reimburse the State for its share of the cost; or,

2. The Air Force do the work, either by force account or by contract and the State reimburse the Air Force for our share of the cost.

[illegible] 12-4-59

Either method of accomplishing the work is satisfactory to the State. If the work is to be done by the second method, the provisions of PPM 30-4, a copy of which is attached, must be followed. Also, in order to avoid conflict with the grading contractor, the work should be completed prior to the time when the contractor would be normally expected to do grading work on this project, which date would be about June 1, 1960.

We hereby request your approval and acceptance of the proposal to have the work done by the State's contractor, with the Air Force to reimburse the State for its share of the cost or a statement that work will be done by the Air Force, with the State reimbursing the Air Force for our share of the cost.

Should you elect to have the work done by either force account or by a contract let by you, approval of the Bureau of Public Roads must be obtained. This Bureau of Public Roads' approval must be obtained prior to the start of work if no contract is let, or prior to the solicitation for bids if a contract is to be let.

It is proposed that the exchange of letters will comprise the agreement necessary for our records.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

cc Mr. C. G. Polk
Mr. W. C. Williams
Mr. Tom Edwards

CHB:fp fn

RECEIVED
NOV 30 1959
FOR FILING

When replying, refer to
F 50(6)
08-35.4

5580

408 State Highway Bldg.
Salem, Oregon

November 20, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project F-50(6), Camp Adair-Lewisburg Section, Pacific Highway West, Benton County.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

Orig
Porter

RECEIVED
AUG 13 1959
FOR FILING
F 50(6)
5580

1357
1307

August 12, 1959

Dean W. F. McCulloch
School of Forestry
Oregon State College
Corvallis, Oregon

Dear Sir:

Alerted by your letter of July 30, I had our Division Engineer, Mr. J. D. Walker, go over the problem of plantings that you have adjacent to the proposed reconstruction of the Camp Adair-Lewisburg Section of US99W.

Mr. Walker reports that as a result of a conference with you a satisfactory solution to the problem has been reached.

Very truly yours,

W. C. Williams
State Highway Engineer

FC:fn as me

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. J. D. Walker

FORM E-30 50M 11-58 15880

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 10, 1959

SUBJECT: Assignment No. 1367-FC

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
Department

Victor Wolfe and I met with Dean W. F. McCulloch of the Oregon State College School of Forestry, in reference to right of way on the Camp Adair project through college land, particularly through a section of forest genetics plantation.

The college is very anxious to preserve all plantings in this area. We had the right of way staked and showed Dean McCulloch this location. We determined that in the area involved in these plantings, we could easily get along with 10 feet less in right of way width than originally intended. I advised him we would recommend this change. He is then perfectly satisfied with the right of way where it will be at that time. Mr. Wolfe is arranging for a change in the description.

JDWalker
J. D. Walker
Division Engineer

JDW:AM
cc Mr. Tom Edwards
Mr. V. D. Wolfe

NOTED
FORREST COOPER

RECEIVED
AUG 11 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 10 1959
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

[illegible]
[illegible]
Pac. Hwy. W.

August 5, 1959

Dean W. F. McCulloch
School of Forestry
Oregon State College
Corvallis, Oregon

Dear Sir:

Your letter to Mr. Williams referring to right of way on the Camp Adair-Lewisburg Section of the Pacific Highway West has been referred to me.

I attempted to call you by telephone today and arrange a date to meet with you on the ground but I was informed that you were away until August 8. I will try to call you next Monday, the 10th, and arrange to go over the right of way involved with you at that time.

Very truly yours,

J. D. Walker
Division Engineer

JDW:AM
cc Mr. Forrest Cooper
Mr. Tom Edwards

RECEIVED
AUG 7 - 1959
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE COLLEGE
SCHOOL OF FORESTRY
CORVALLIS, OREGON

July 30, 1959

A 3-4481

PLEASE RETURN TO
FORREST COOPER

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Mr. Williams, this letter is in response to yours of July 27 addressed to my assistant, Mr. C. W. Dane. I am returning one sketch map with an area marked in red in the southern half of Sec. 30. I wonder if you could give me a detailed sketch of this particular area.

The reason for my concern is that we have an exceedingly valuable forest genetics plantation west of the present highway in the area marked in red. This is part of a regional series of plantings extending from British Columbia to California. Destruction of part of this plantation would invalidate the structure of the entire research program involving a substantial number of men as well as time and dollars.

If the proposed realignment does encroach on this research area, I am wondering if a possible revision might be made a few feet to the east in order to preserve this research project.

So far as the McDonald Forest proper is concerned, while we have plantings adjacent to the road, they could be sacrificed without undue loss, and we would be happy to yield the land for the sake of a better road. This confirms my statement of last year in connection with this property.

Yours very truly,

W. F. McCulloch
Dean

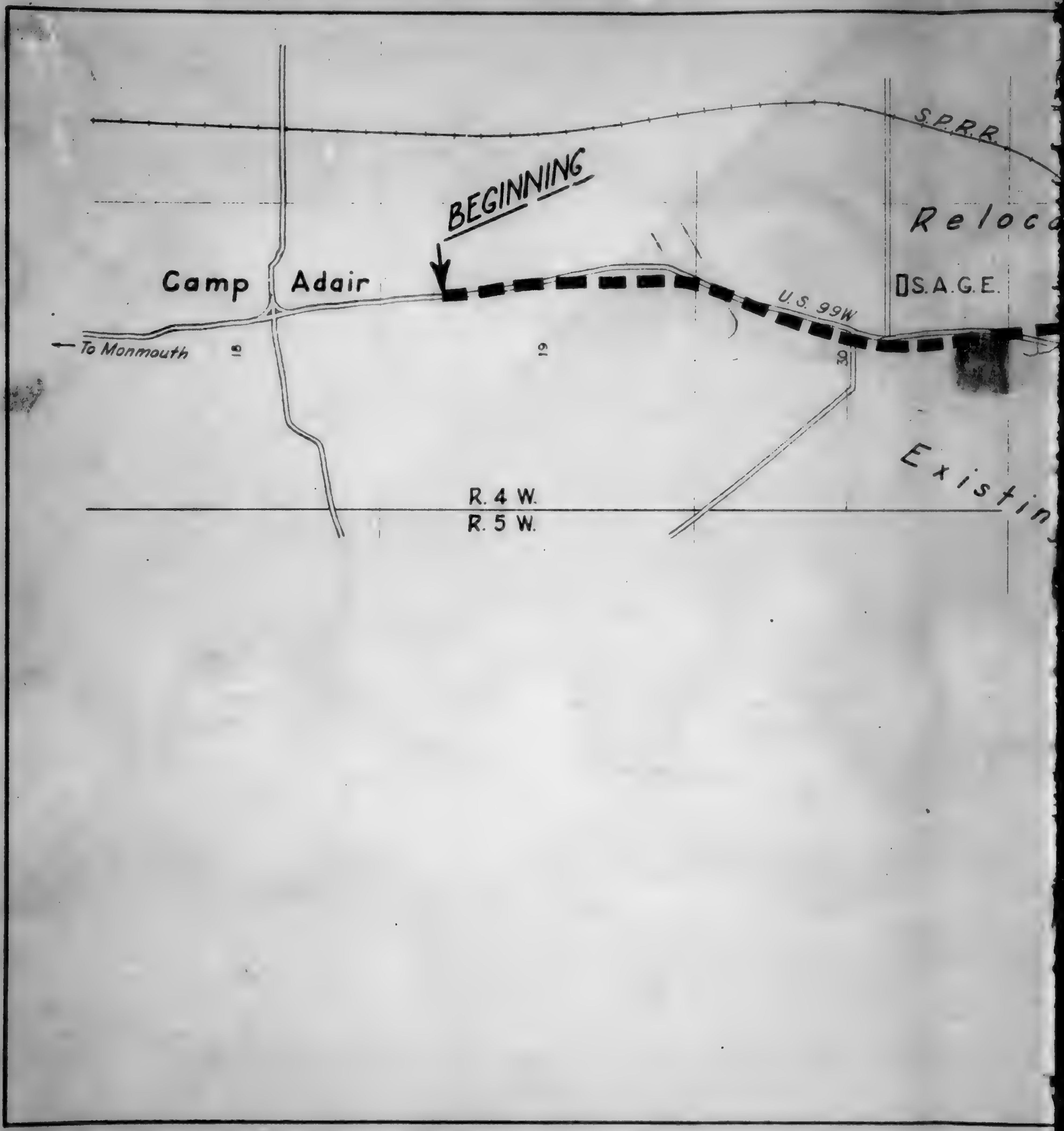
[illegible] Reply

RECEIVED
JUL 31 1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER JUL 31 1959

1959
OREGON CENTENNIAL
EXPOSITION

Keep Oregon Green


S.P.R.R.
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Reloca
Camp Adair
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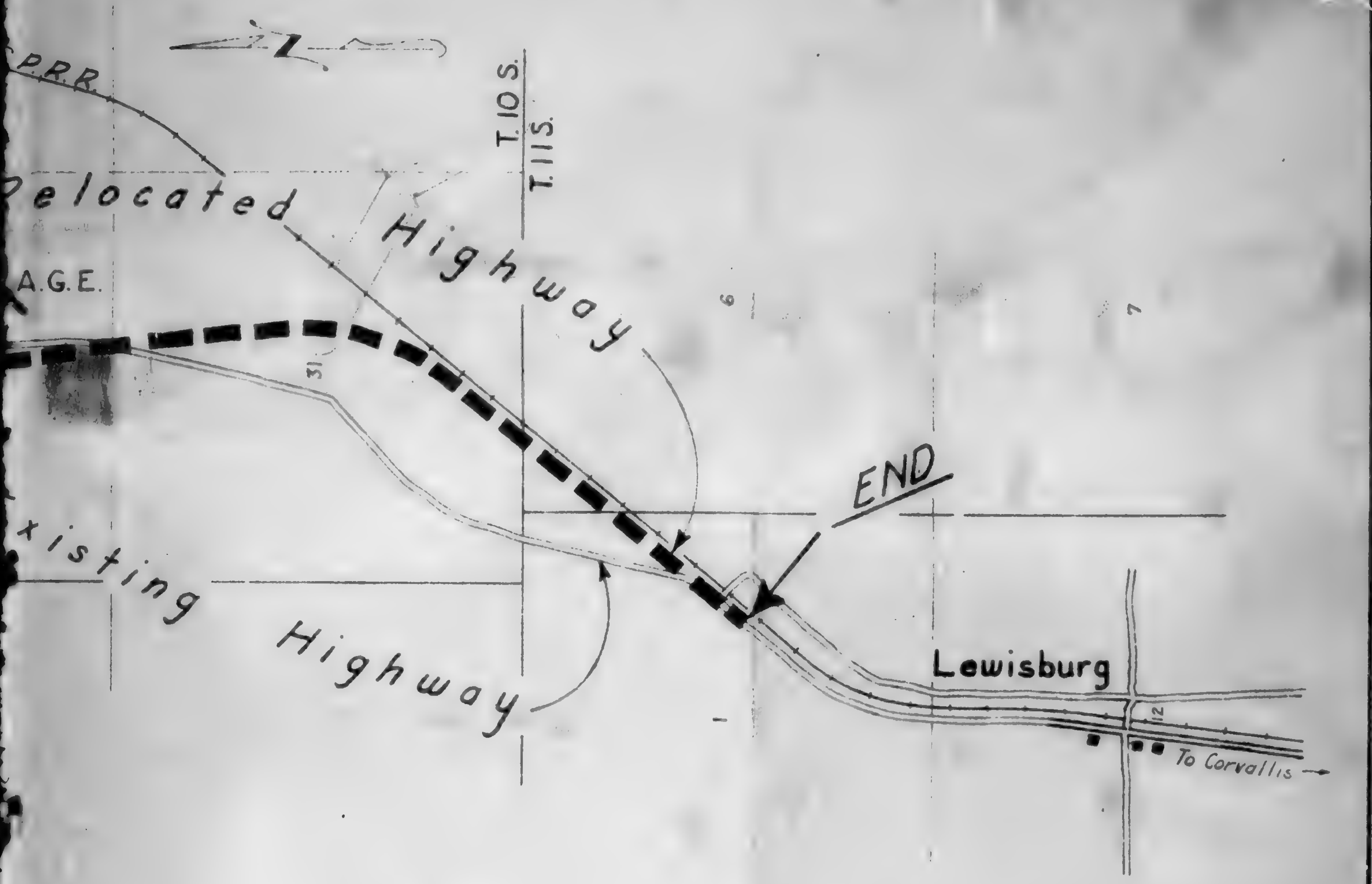
R-5-1309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Relocated Highway
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T.11 S.
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Existing Highway
Lewisburg
12
1
To Corvallis

OREGON STATE HIGHWAY DEPARTMENT

CAMP ADAIR - LEWISBURG SECTION

PACIFIC HIGHWAY WEST

BENTON COUNTY

Scale 1" = 2000' June, 1959

DRG. NO. IR-5-1309

For Details See Drg. No. 8B-14-13, May, 1959

RECEIVED
JUL 28 1959

FOR FILING

Const
[illegible]
Pac Hwy W

1357

July 27, 1959

Mr. C. W. Dane
Assistant to the Dean
School of Forestry
Oregon State College
Corvallis, Oregon

Dear Sir:

In reply to your letter of July 20, we are sending you, attached, three copies of a sketch map showing the proposed realignment of US99W between Camp Adair and Lewisburg.

Further realignment in the area immediately north of Corvallis is not contemplated at this time.

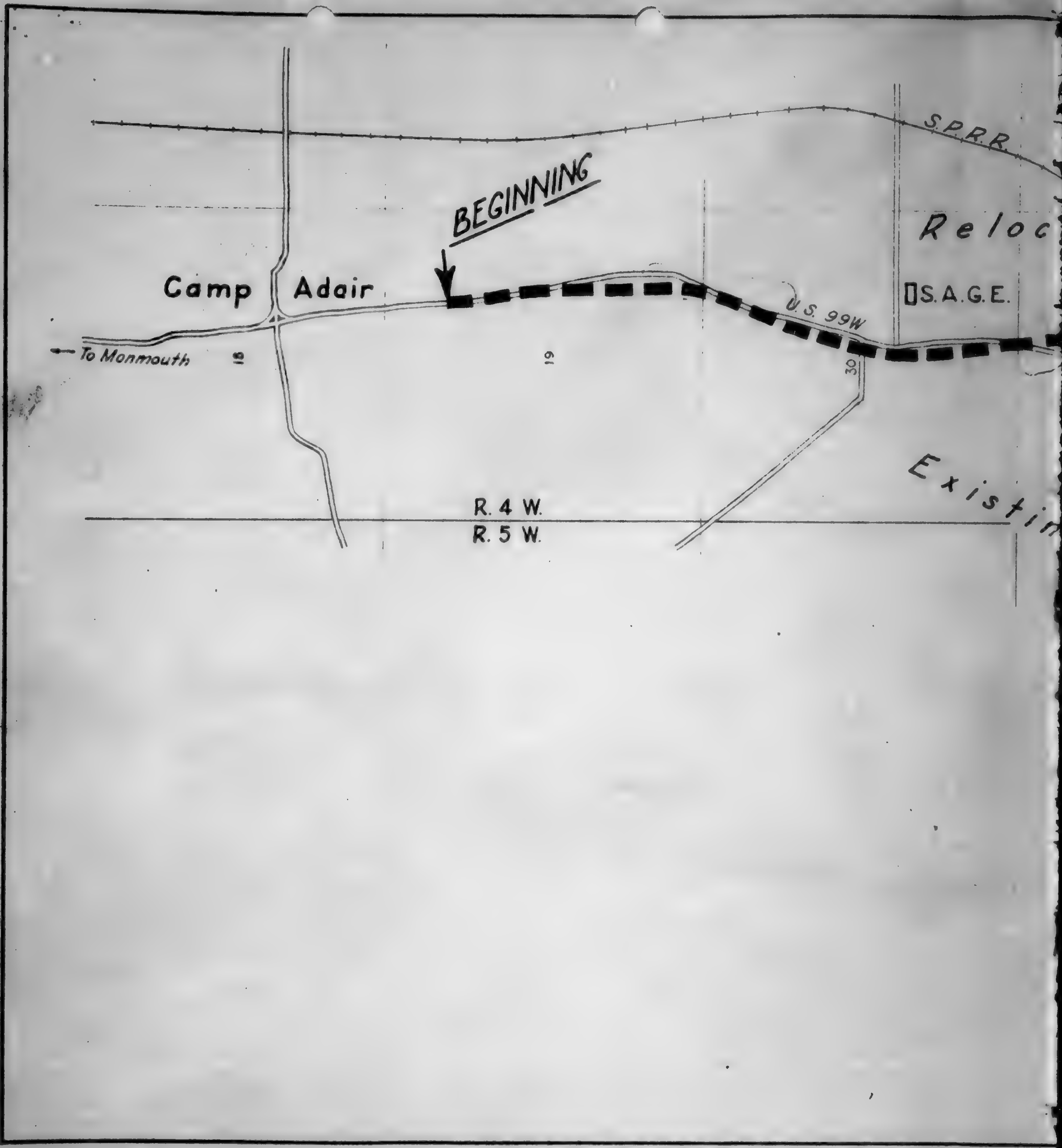
Very truly yours,

W. C. Williams
State Highway Engineer

Enclosures

cc to: Mr. Forrest Cooper
Mr. Tom Edwards

VDW:law ae


S.P.R.R.
BEGINNING
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Camp Adair
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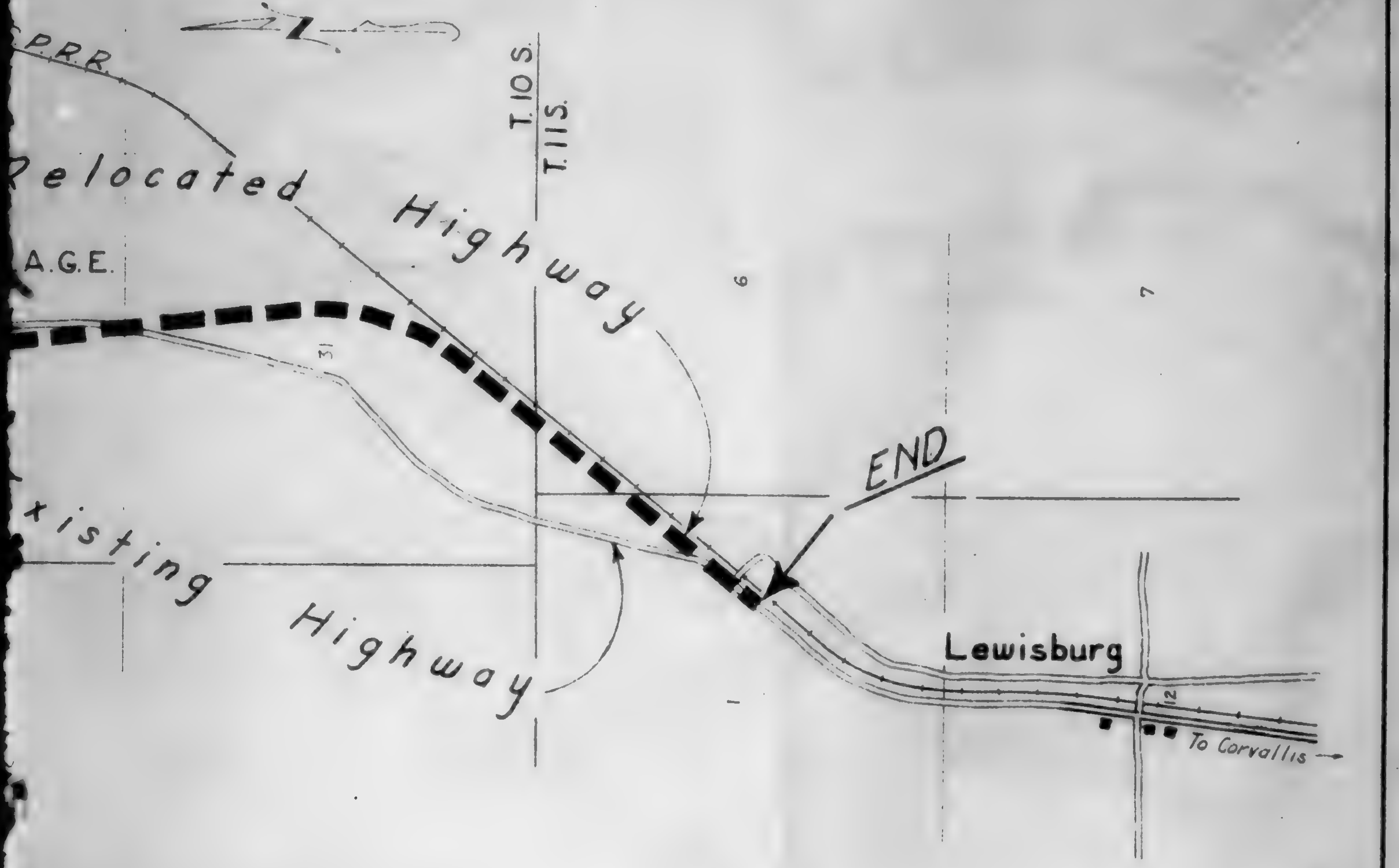

S.P.R.R.
T.10 S.
T.11 S.
Relocated Highway
A.G.E.
6
7
31
END
Existing Highway
1
Lewisburg
12
To Corvallis

OREGON STATE HIGHWAY DEPARTMENT

CAMP ADAIR - LEWISBURG SECTION

PACIFIC HIGHWAY WEST

BENTON COUNTY

Scale 1" = 2000' June, 1959

DRG. NO. IR-5-1309

For Details See Drg. No. 8B-14-13, May, 1959

OREGON STATE COLLEGE
SCHOOL OF FORESTRY
CORVALLIS, OREGON

July 20, 1959

PLEASE RETURN TO
FORREST COOPER

Oregon State Highway Dept.
Salem, Oregon

Dear Sir:

Will you please send us a map showing approximate relocation of Highway 99-W immediately north of Corvallis as shown on attached map.

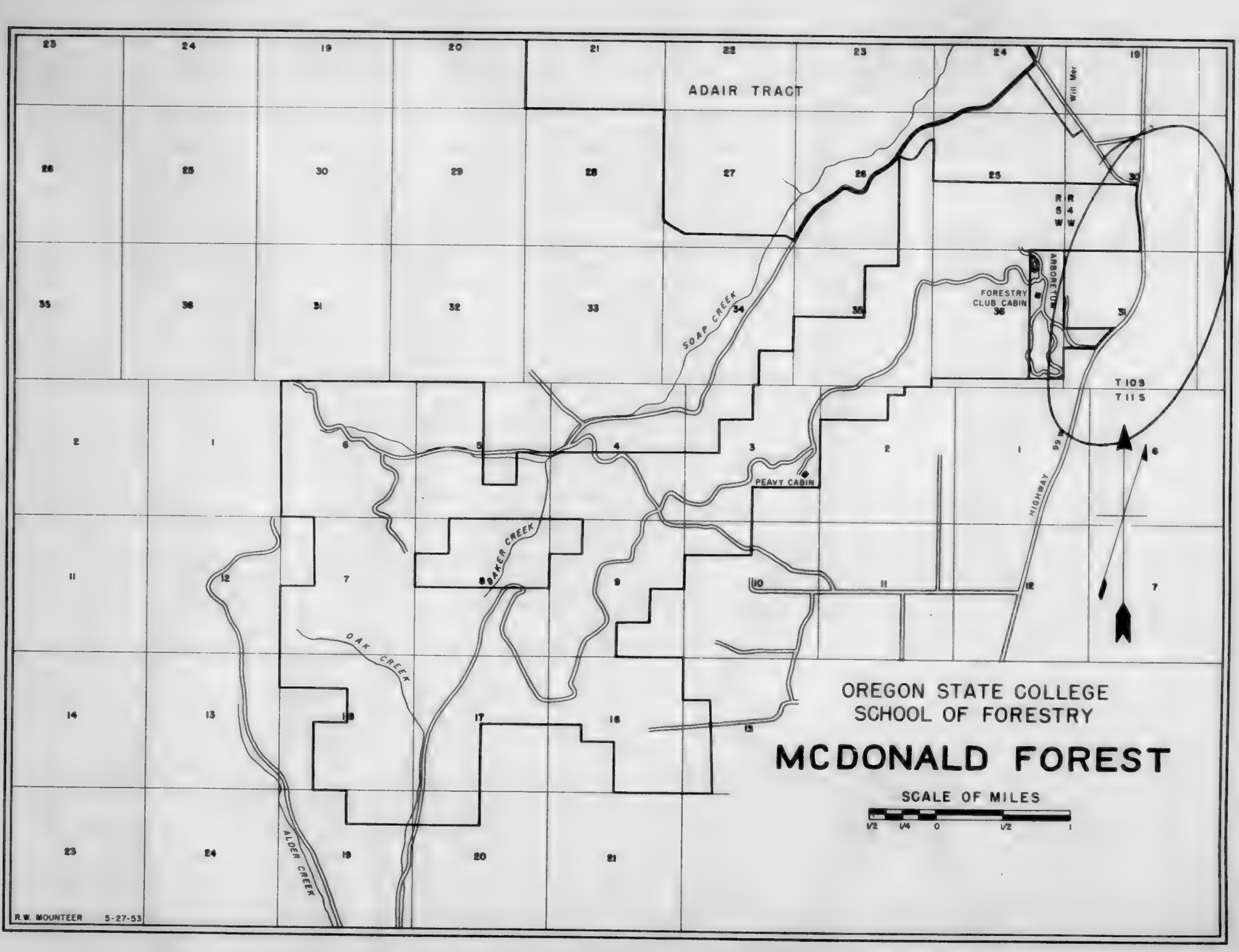
Very truly yours,

C. W. Dane
Assistant to the Dean

File

RECEIVED
JUL 21 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1959
OFFICE OF
STATE HIGHWAY ENGINEER


OREGON STATE COLLEGE
SCHOOL OF FORESTRY

MCDONALD FOREST

SCALE OF MILES
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SOAP CREEK
BAKER CREEK
OAK CREEK
ALDER CREEK
PEAVY CABIN
FORESTRY CLUB CABIN
ARBORETUM
HIGHWAY 99 W
Will Mer
R 5 W
R 4 W
T 10 S
T 11 S
R.W. MOUNTEER
5-27-53

RECEIVED
JUN 17 1959
FOR FILING
F-50(6)
5580

Gen Files

Salem, Oregon
June 17, 1959

BPR authorization to proceed with acquisition of rights of way.

Mr. W. T. Wright
Right of Way Engineer
OFFICE

As of June 16, 1959, we have authorization of the Bureau of Public Roads to proceed with the acquisition of rights of way for the below described project:

Camp Adair-Lewisburg Section, Pacific Hwy. West, Benton County, F-50(7), Prefix 2-2503.

R. L. Porter
Office Engineer

RLP:bb

RECEIVED
JUN 16 1959
FOR FILING

C.F-50(6)
5580

June 15, 1959

Oregon State Highway Commission

Gentlemen:

We have completed our survey on the Camp Adair-Lewisburg Section of the Pacific Highway East. This section is 3.7 miles in length and is presently scheduled for letting on July 21, using 1960 FAP funds.

Attached is a map for your information. I would recommend that you approve this survey and grant authority to purchase the right of way.

This matter will be on the agenda for your consideration July 2-3, 1959.

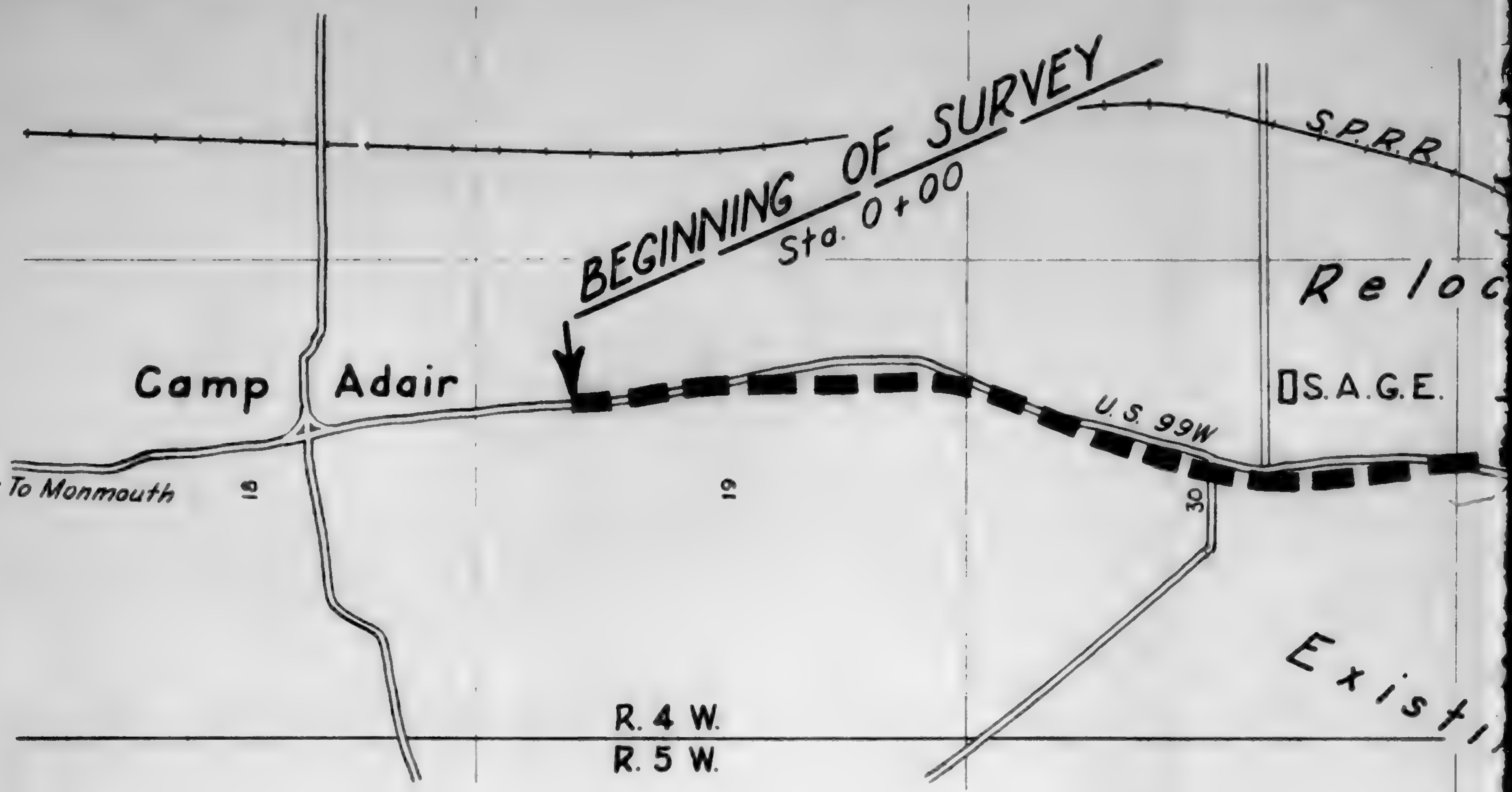
Very truly yours,

W. C. Williams
State Highway Engineer

Enclosure

cc to: Mr. Tom Edwards
Mr. Walter T. Wright

DJB:law as


BEGINNING OF SURVEY
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Reloc
Camp Adair
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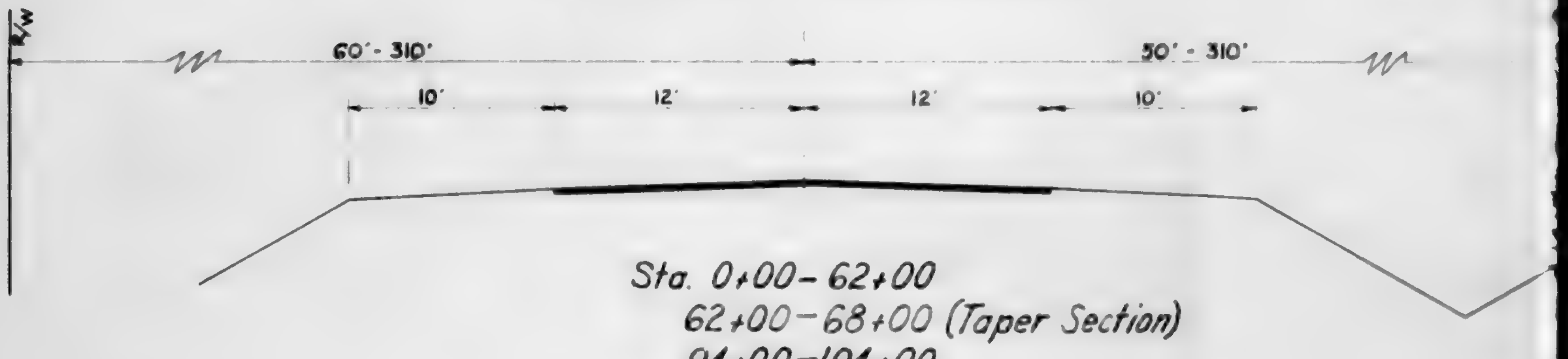
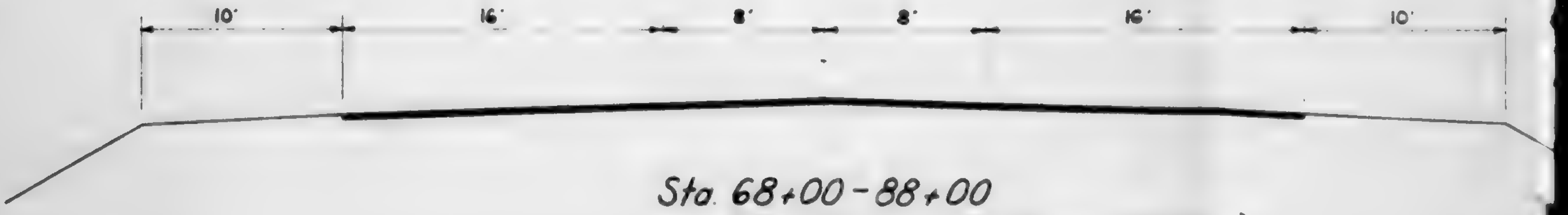
R. 5 W.

TYPICAL SECTIONS


R/W
60'-310'
50'-310'
10'
12'
12'
10'

Sta. 0+00-62+00
62+00-68+00 (Taper Section)
94+00-194+00


10'
16'
8'
8'
16'
10'

Sta. 68+00-88+00
88+00-94+00 (Taper Section)

3.7 M.

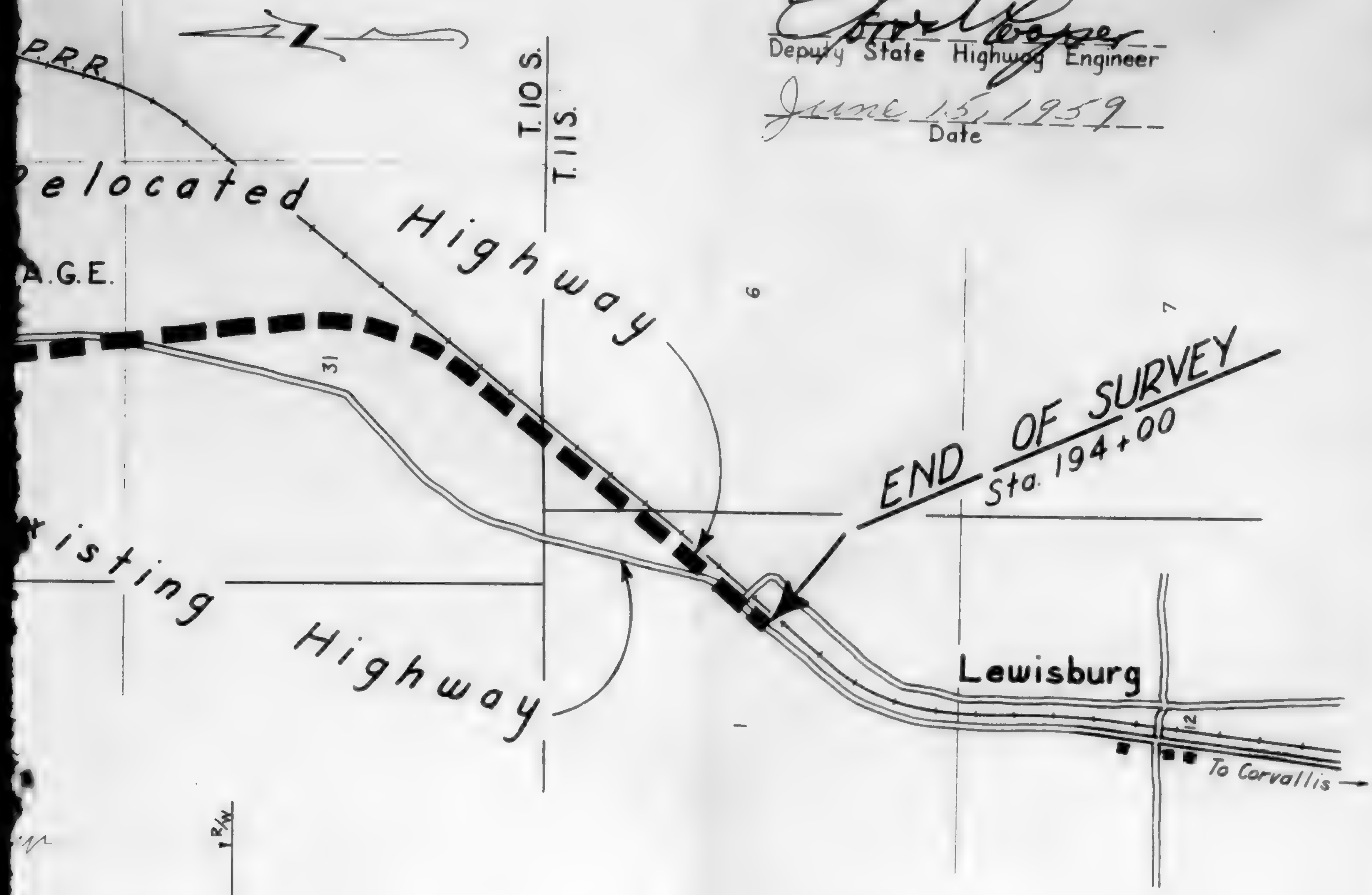
APPROVED

Forrest Cooper

Deputy State Highway Engineer

June 15, 1959

Date


P.R.R.
elocated Highway
A.G.E.
T.10 S.
T.11 S.
6
7
31
END OF SURVEY
Sta. 194+00
isting Highway
Lewisburg
12
To Corvallis
1
R/W

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

CAMP ADAIR - LEWISBURG SECTION

PACIFIC HIGHWAY WEST

BENTON COUNTY

Scale 1" = 2000'   June, 1959

DRG. NO. 1R-5-1309

For Details See Drg. No. 8B-14-13, May, 1959

FORM E-30 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 11, 1959

SUBJECT: Survey Approval Map
Camp Adair-Lewisburg Section
Pacific Highway West

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

Attached are eleven prints of the above named survey approval map and a suggested letter to the Commission requesting approval of same.

Tom Edwards
Construction Engineer

By D J Barbee

D. J. Barbee
Asst. Construction Engineer

DJB:law

Attachments

60 FAS

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 14 1958
FOR FILING
F-50 (6)
5580

1183

R
T

10-13-58

NOTED
W. C. WILLIAMS

ADDENDUM "A" TO LOCATION PROSPECTUS FOR
CAMP ADAIR-LEWISBURG
PACIFIC HIGHWAY WEST
BENTON COUNTY

The following addendum is submitted to revise the location prospectus concerning the above mentioned section:

Paragraphs 1 through 7: Correct as per original prospectus.

Paragraph 8: Delete entire paragraph and substitute the following: "Material is probably available from gravel bars along the Willamette River. These bars will have to be located and investigated. Some haul roads may be necessary."

Paragraphs 9 and 10: Correct as per original prospectus.

October 10, 1958

cc: W. C. Williams ✓
Forrest Cooper
G. S. Paxson
Tom Edwards
J. D. Walker (2)
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
R. C. Edgerton
Frank Hall
J. W. Nash
C. G. Polk
R. L. Porter
S. H. Probert
Ivan D. Merchant
C. G. Swenson
G. L. Decker (2)
I. A. DeFrance

[illegible]

RECEIVED
OCT 8 1958
FOR FILING
F-50 (6)

10-6-58

1

NOTED
W. C. WILLIAMS

LOCATION PROSPECTUS
CAMP ADAIR-LEWISBURG
PACIFIC HIGHWAY WEST
BENTON COUNTY

5580

The following prospectus is submitted concerning the Camp Adair-Lewisburg Section of the Pacific Highway West in Benton County. The northerly terminus is approximately one mile southe of the main entrance to Camp Adair and the southerly terminus is approximately one mile north of Lewisburg. There are no towns affected by this project.

The route generally follows the existing facility. Reconnaissance will be run photogrammetrically. Soils reconnaissance has been conducted along the existing facility and additional exploration will be made as necessary. There are no special drainage problems. An economic analysis it not needed.

The present ADT is 2200 and the 20 year projected ADT is 4600. Traffic and terrain warrant a Class "A-70" highway with a maximum grade of 3 percent and a maximum curvature of 3 degrees. The typical section will consist of two 12-foot running lanes with 10-foot shoulders. No consideration will be given to climbing lanes or future 4-laning. The tentative base design as determined by G. L. Decker is:

Base and Wearing course	$3\frac{1}{2}$" A.C.
Level Course	2 "
Bottom Course Base	$19\frac{1}{2}$"
Total Depth	25 "

(Base design subject to change upon completion of soils analysis.)

The estimated rise and fall of the proposed facility if not known at this time.

Deviation from the standards set forth for this class of highway in Section 10 of the Oregon State Highway Department Technical Bulletin No. 19, Revised, is not anticipated.

This will be a limited access facility with no interchanges, no railroad crossings and no major stream crossings.

Material is available from the Coffin Butte Quarry adjoining the Pacific Highway West to the west in the vicinity of Station 60+00.

Agreements with the County may be necessary concerning the disposition of the existing facility.

There are no State Parks in the vicinity of this project.

RECEIVED
OCT 7 1958
OFFICE OF
STATE HIGHWAY ENGINEER

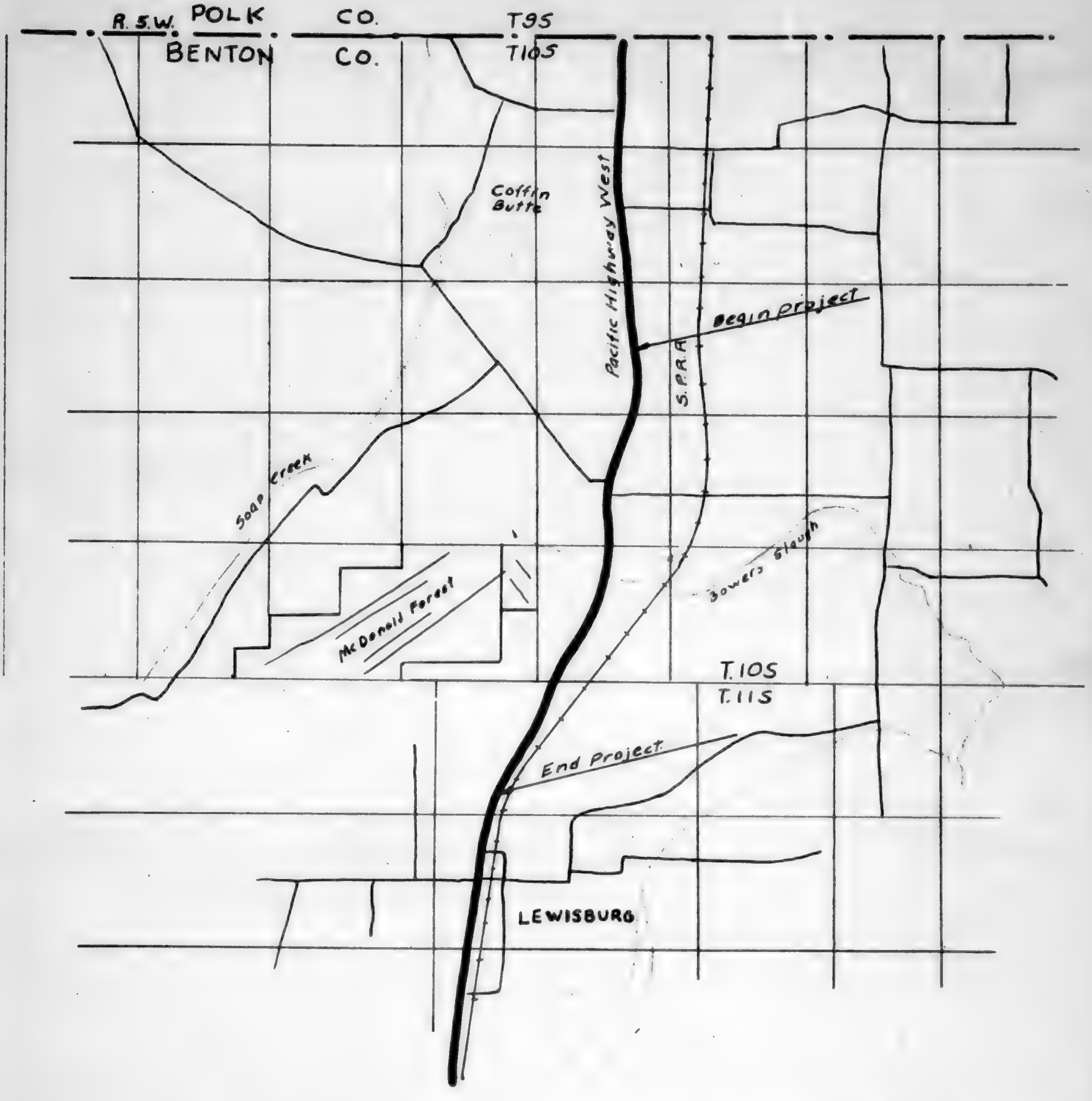
October 6, 1958

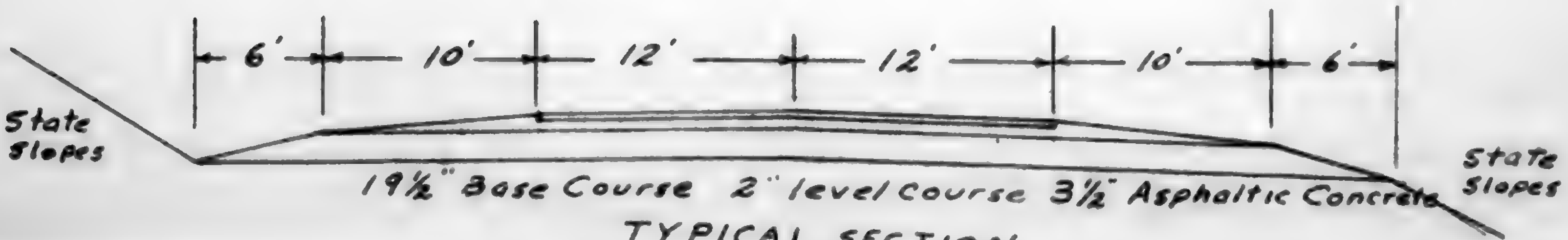
Attachment

cc: W. C. Williams
Forrest Cooper
G. S. Paxson
Tom Edwards
J. D. Walker (2)
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
R. C. Edgerton
Frank Hall
J. W. Nash
C. G. Polk
R. L. Porter
S. H. Probert
Ivan D. Merchant
C. G. Swenson
G. L. Decker (2)
I. A. DeFrance

PROSPECTUS MAP

Camp Adair - Lewisburg Section
Pacific Highway West - Benton Co


R. 5 W.
POLK CO.
BENTON CO.
T9S
T10S
Coffin Butte
Pacific Highway West
S.P.R.R.
Begin Project
Soap Creek
McDonald Forest
Bowers Slough
T.10S
T.11S
End Project
LEWISBURG


6'
10'
12'
12'
10'
6'
State Slopes
State Slopes
19½" Base Course 2" level Course 3½" Asphaltic Concrete

TYPICAL SECTION

RECEIVED
JUN 13 1958
FOR FILING

F-50 (6)

5580

9

Salem, Oregon
June 12, 1958

Camp Adair - Lewisburg

Mr. Tom Edwards
Construction Engineer
Department

I have your report showing the estimated cost of improving US99W southerly from Camp Adair in Benton County ($388,000).

Will you please make a study of our so-called replacement program and see whether this project could be included. Please discuss this matter with me.

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. W. C. Williams

FORM E-30 50M 8-57—0583

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 9th, 1958

SUBJECT:

To: Mr. Ferrest Cooper
Deputy State Highway Engineer
Office

In response to your letter of May 23rd, we attach hereto a windshield estimate of the cost of improving U.S. 99W from Camp Adair to a point near Lewisburg.

Tom Edwards
Construction Engineer

TE:AR
Enc.

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—37,500—6-56—96658

OREGON STATE HIGHWAY DEPARTMENT

Salem, Oregon
June 9, 1958

INTER-DEPARTMENT CORRESPONDENCE

To: Mr. Tom Edwards
Construction Engineer
Office

SUBJECT: Camp Adair-Lewisburg
Pacific Highway West
Benton County

In accordance with instructions, a windshield estimate has been prepared for the improvement of a section on the Pacific Highway West from the vicinity of Camp Adair to Lewisburg in Benton County.

The section in need of improvement begins approximately one-half mile south of the old Camp Adair main entrance and extends southerly about 3.4 miles to a point approximately one mile north of Lewisburg. The highway through this area is on poor horizontal alignment with 17 curves being existent. The gradient is on poor rolling alignment. For improvement, the existing highway was generally followed and the number of curves reduced to five. Grades to provide minimum stopping sight distance on Class B-70 standards were used. A table of physical characteristics is attached which will give a more concrete comparison between the proposed and the existing.

Additional right-of-way will be necessary and is included in the estimate. Right of way required will involve some pasture land adjacent to the existing highway and no severance will be encountered.

Since sections of this highway on each end of this improvement are at present on Class "B" standards, two 11-foot lanes with 8-foot shoulders were used as a basis for this estimate. Surfacing Design is also based on those sections and is as follows: 3½ inches of asphaltic concrete, 2 inches of leveling course, and 10 inches of bottom course base. Unit costs were obtained from Cost Analysis.

Attached are the estimate and comparison of physical characteristics along with a sketch map reflecting the limits of the improvement.

Victor D. Wolfe
Assistant Chief Locating Engineer

By

William H.

William H. Tebeau

WHT:fp
Attachments

PACIFIC HIGHWAY WEST IMPROVEMENT
CAMP ADAIR - LEWISBURG
BENTON COUNTY

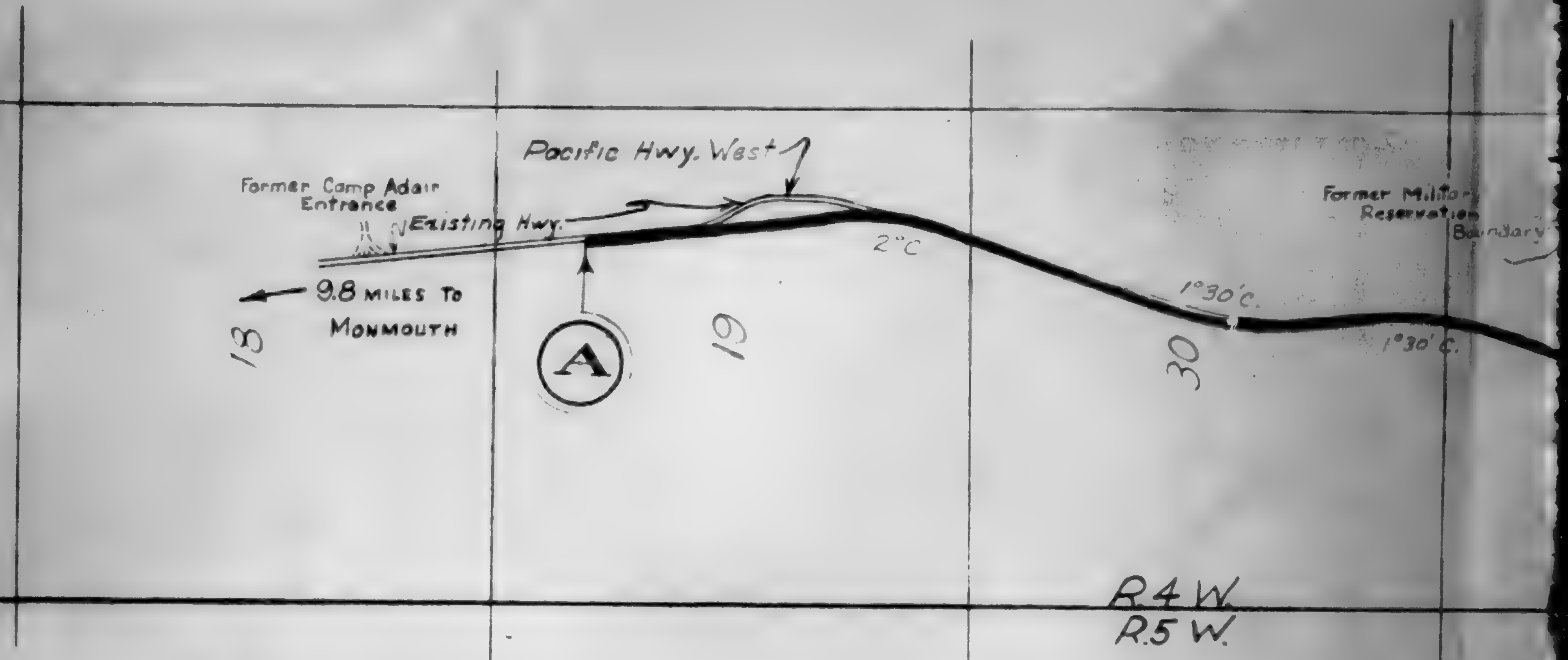
COMPARISON OF PHYSICAL CHARACTERISTICS

	EXISTING	RECON
Length, Miles	3.39	3.37
Total Central Angle	181°09'	132°±
Maximum Central Angle, 1 Curve	31°18'	32°±
Total Number of Curves	17	5
Maximum Degree Curve	6°	2°
Number Maximum Curves	8	2
Maximum Gradient	5%	3%
Length Maximum Gradient	900'	1,000'
Length Grade over 3%	1,700'	1,000'
Total Rise and Fall	264'	216'

WINDSHIELD ESTIMATE
CAMP ADAIR - LEWISBURG SECTION
PACIFIC HIGHWAY WEST
BENTON COUNTY

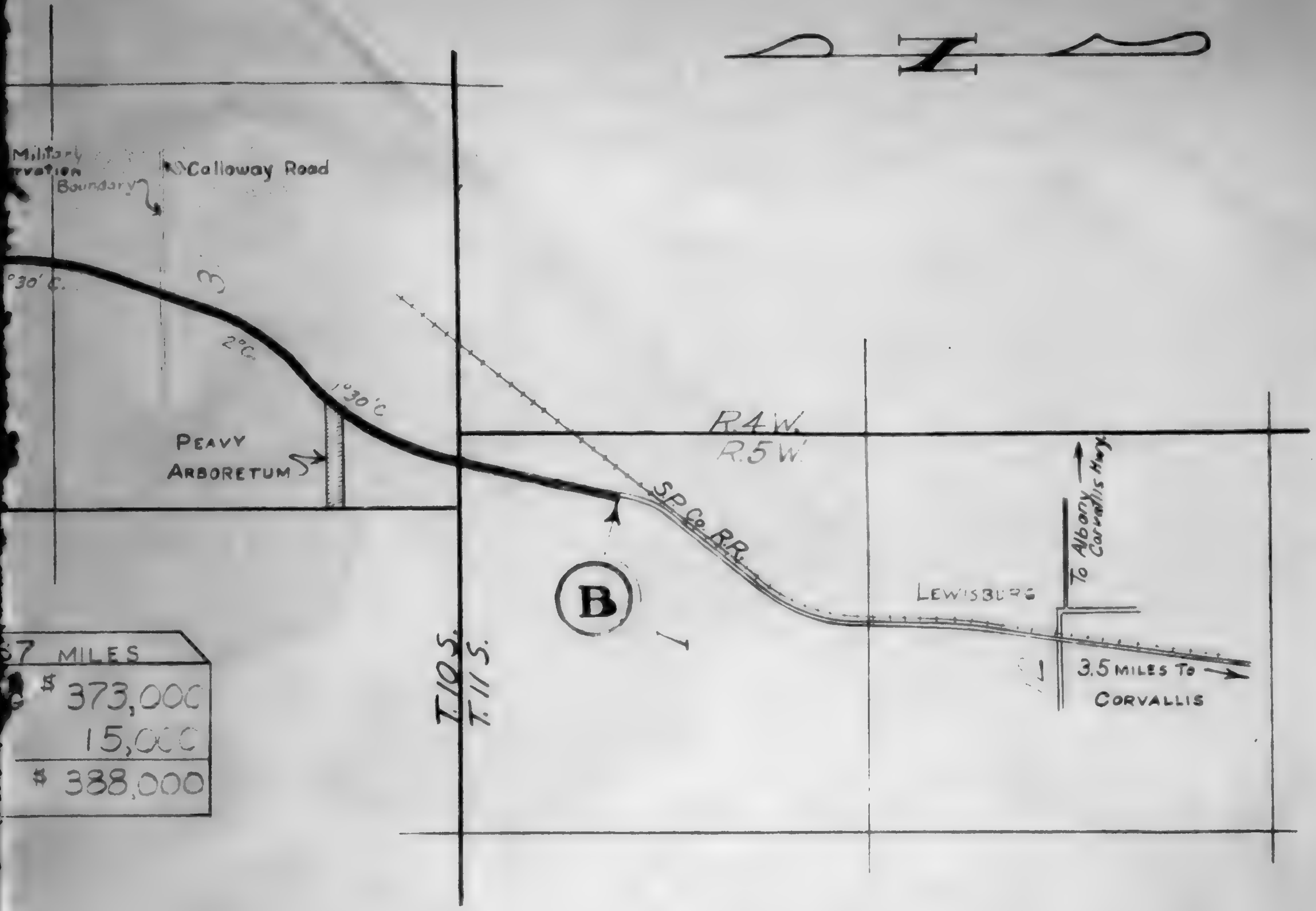
Length 3.37 Miles

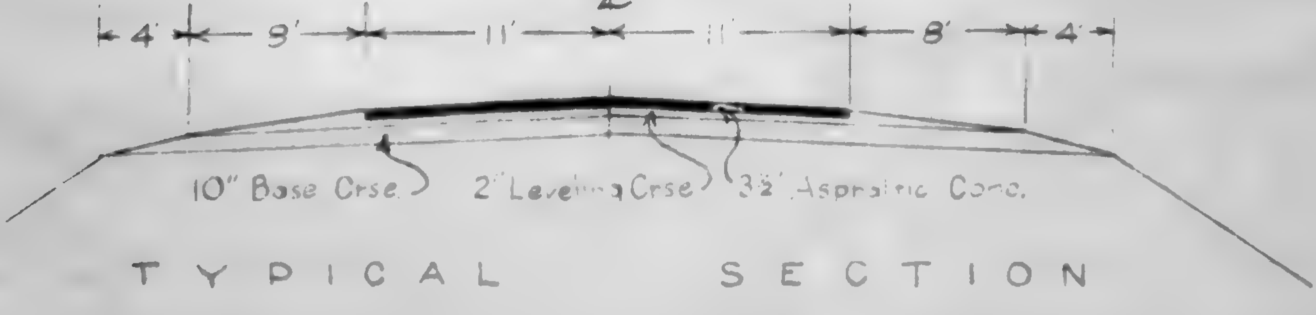
Item	Unit	Net	Allow	Gross	Unit Price	Amount
1. Clearing & Grubbing	100%	All		All	Lump Sum	$ 3,000
2. Drainage	Mile	3.37		3.37	$1,000.00	3,370
3. General Excavation	Cu.Yd.	99,239	24,811	124,050	0.40	49,620
4. Short Overhaul	Yd.Sta.	297,717	74,429	372,146	0.015	5,580
5. Long Overhaul	C.Yd.Sta.	19,848	4,962	24,810	0.35	8,680
6. Finish Roadbed & Slopes	Mile	3.37		3.37	1,500.00	5,055
7. Rounding Cutbanks	Lin.Ft.	5,500	1,375	6,875	0.20	1,375
8. Crushed Material in Base	Ton	41,600	10,400	52,000	1.50	78,000
9. 3/4-0 Material in Base and Shoulders	Ton	9,418	2,352	11,770	1.65	19,420
10. Preparation of Base	Mile	3.37		3.37	250.00	850
11. Sprinkling	M-Gal	1,039	261	1,300	3.00	3,900
12. RC-3 Asphalt in Binder	Ton	66	17	83	44.00	3,650
13. Aggregate in Binder	Ton	413	107	520	2.65	1,380
14. Asphaltic Concrete Mixture	Ton	10,098	2,522	12,620	4.25	53,635
15. 85-100 Asphalt in Mix	Ton	606	154	760	36.00	27,360
16. Emulsified Asphalt in Tack	Ton	13	3	16	60.00	960
				Subtotal		$265,835
		Engineering & Contingencies				107,165
		Grading & Paving				$373,000
		R/W			Lump Sum	15,000
		Estimated Total Cost				$388,000


Pacific Hwy. West
Former Camp Adair Entrance
Existing Hwy.
9.8 MILES TO MONMOUTH
13
A
19
2°C
30
1°30'c.
1°30'c.
Former Milita
Reservation
Boundary
R.4 W.
R.5 W.

A-B	3.37 MILES
GRADING & PAVING	$ 373,0
R/W	15,0
TOTAL COST	$ 388,0

OREGON STATE HWY. DEPT.
WINDSHIELD RECONNAISSANCE
CAMP ADAIR — LEWISBURG
PACIFIC HWY. WEST - BENTON CO.
JUNE 1958 SCALE 1" = 2000'
VICTOR D. WOLFE RECON. ENGR.


Military
rvation
Boundary
Calloway Road
°30' C.
3
2°C.
1°30' C
PEAVY
ARBORETUM
R.4W.
R.5W.
S.P. Co. R.R.
B
To Albany Corvallis Hwy.
LEWISBURG
3.5 MILES TO
CORVALLIS
T.10 S.
T.11 S.
57 MILES
$ 373,000
15,000
$ 388,000


℄
4'
8'
11'
11'
8'
4'
10" Base Crse.
2" Leveling Crse
3½" Asphaltic Conc.

TYPICAL SECTION

RECEIVED
MAY 26 1958
FOR FILING

E-50 (6)

5580

Salem, Oregon
May 23, 1958

Estimate for improving
US99W - Camp Adair entrance
to point north of Lewisburg

Mr. Tom Edwards
Construction Engineer
Department

Will you please give us a windshield-type estimate for improving US99W to acceptable standards from a point a little southerly from the Camp Adair entrance to a point northerly from Lewisburg. The approximate stations are 117 on the north, 285 on the south.

Forrest Cooper
Deputy State Highway Engineer

FC:me

S-405(2)   Svensen Slough (Ferris Cr.) 1960
Br.
#5581

C4A
2182

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

NOTED
C. G. SWENSON

NOTED
V. R. JONES

NOTED

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
6/20/61	cc-692		504-1035-297

[illegible]
A-4[illegible] (2)

Clatsop County
Astoria Oregon

Attn: County Court

INVOICE NUMBER **70072**

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: venson Slough (Ferris Creek) Bridge, FAS 755 covered by agreement dated Jan. 25, 1960			
Original Advance Deposit		$ 9,975.92	
Less amount previously transferred		7,975.92	$ 2,000.00
County share cost as per attached statement		9,162.20	
Less amount previously transferred		7,975.92	1,186.28
To be refunded			$ 813.72

RECEIVED
JUN 21 1961
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $_______________

By ______________________________

A 150 (REVISED 7-60)

NOTED
C. G SWENSON

NOTED
V. R. J

June 21, 1961

Clatsop County Court
Courthouse
Astoria, Oregon

NOTED
Harold C. Ayers

Gentlemen:

Final costs are now available on Svenson Slough (Ferris Creek) Bridge, Contract No. 5581, on FAS 755 and on the Neawanna Creek (12th Avenue) Bridge on FAS 607 as shown in the attached cost statements. In accordance with the agreement dated January 25, 1960, for the Svenson Slough Bridge, a refund of $813.72 is due the County; and by the agreement dated August 19, 1960, for the Neawanna Creek Bridge, a refund of $842.97 is due the County. These refunds will be made by means of checks from our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

VRJones
V. R. Jones
County & City Relations Field Engineer

VRJ:mm
Att.

RECEIVED
NOV 10 1960
FOR FILING
[illegible]

5581

November 9, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway contract #5581 for construction of the Svenson Slough (Ferris Creek) Bridge on the Svenson Island Road (FAS 755) in Clatsop County was completed by the contractor, Lockyear & White, Inc., on July 9, 1960, and was formally accepted by the Highway Commission on August 18, 1960.

Final payment in the amount of $3,685.95 will be released to the contractor on or after November 19, 1960. The total contract amount is $43,886.00, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

[illegible] 5581 3-14-60 A

RECEIVED 3-[illegible]-1960 FILING

Monthly Transaction No.

Project Report No. S-405(2) 3

Fo R-2 (9 -57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

ate **Oregon**

County **Clatsop**

Project No. **S-405(2)**

5581

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Farris Creek Bridge, approximately 0.5 mile north of Junction FA-1

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	6-16-59	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 48,637	$ 29,600

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By
Deputy **State Highway Engineer**
(title)

By ______
(title)

By ______
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ **G. G. Polk**
Division Engineer

By: C C Pike
~~R. C. Wright~~
Acting **Administrative Manager**

Date executed by Division Engineer **March 14, 1960**

USComm-DC 40257

March 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Svensen Slough (Ferris Creek) Bridge, Project No. S-405(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RWC:jb

February 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Svensen Slough (Ferris Creek) Bridge, Project No. S-405(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Federal Aid Secondary
Project No. S-405(2)

Oregon State Highway Department

SVENSEN SLOUGH ([illegible] CREEK) BRIDGE ON
THE SVENSEN ISLAND ROAD IN CLATSOP COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 15, 1960

Type Code X021
Svensen Island Bridge (Sta. 1+54.70 to Sta. 4+24.70)(Contract No. 5581)

Furnish Treated Timber Piling	3,200 lin. ft.	$2.10	$ 6,720.00
Drive Treated Timber Piles	50 only	48.00	2,400.00
Treated Timber in Place	4.6 M-fbm	360.00	1,656.00
Class "A" Concrete (303 Cu.Yds.)	All Required		20,000.00
Metal Reinforcement (88,500 Lbs.)	All Required		12,000.00
8-inch Metal Drain Pipe	110 lin. ft.	4.00	440.00
Remove Old Bridge	All Required		1,000.00
	Subtotal		$ 44,216.00
	10% Engr. & Cont.		4,421.00
	Total		$ 48,637.00

Length of Structure - - - - - 0.051 Mile

Federal Funds -	$ 29,600.00
State Funds -	9,518.50
County Funds- -	9,518.50
	$ 48,637.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
Funds for Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited by Clatsop County with the Highway Department.

A

RECEIVED
EB 25 1960
FOR FILING

A-405(2)

5581

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 25, 1960

Lockyear & White, Inc.,
P. O. Box 687
Longview
Washington

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5581, awarded January 28, 1960, for construction of the Svenson Slough (Ferris Creek) Bridge on the Svenson Island Road (FAS 755) in Clatsop County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do
Encl.

RECEIVED
JAN 29 1960
FOR FILING

405(2)

5581

A

January 28, 1960

Lockyear & White, Inc.
P. O. Box 687
Longview, Washington

Gentlemen:

The State Highway Commission on January 28 awarded to you State Highway Contract No. 5581 for construction of the Svenson Slough Bridge on Svenson Island Road in Clatsop County.

This award was based on your bid of $44,346 which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
EB - 2 1960
FOR FILING

2-405 (2)

5581

#5581

A

Salem, Oregon
January 27, 1960

MISC. CONTRACTS and
AGREEMENTS No. 2182

FAS Project Agreement
Clatsop County

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of an agreement with Clatsop County covering the Svensen Slough (Ferris Creek) Bridge on FAS 755 in Clatsop County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Clatsop County.

Secretary

rn
Attach: 1

FORM E-90X 80M 7-59 22128

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 20, 1960

To: Mr. G. S. Paxson
OFFICE

SUBJECT: FAS Project Agreement
Clatsop County

Attached are three copies of an agreement covering the Svensen Slough (Ferris Creek) Bridge on FAS 755 in Clatsop County. Two copies have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 3/5/59.

John D. Graham
Office Engineer, County & City Relations

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
G S Paxson
Assistant State Highway Engineer

APPROVED
DATE 3-5-59 Min. Page 78
Floyd Query

RECEIVED
JAN 27 1960
FOR FILING
S-405(2)

559

January 27, 1960

County Court of Clatsop County
Court House
Astoria, Oregon

Gentlemen:

We are enclosing for the records and files of Clatsop County a fully executed copy of an agreement between the State Highway Commission and Clatsop County covering the Svensen Slough (Ferris Creek) Bridge on FAS 755 in Clatsop County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

INVOICE NUMBER 63614

NOTED
W. R. JONES

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
[illegible]	[illegible]		[illegible]

NOTED
John F. Hagemann

[illegible]
[illegible]

NOTED
R. JONES

Make checks payable to the Oregon State Highway Department

NOTED
Harold C. Ayers

Send Remittance To:

OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
[illegible]		[illegible]	
[illegible]		[illegible]	
[illegible]			[illegible]
[illegible]			[illegible]
[illegible]			[illegible]

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

RECEIVED
JAN 26 1960
ENGINEER [illegible]

ACK[illegible]EMENT OF BILLING REQUEST

[illegible] Received with Request: $

By

A 150X (REVISED 12-59)

NOTED
C. G. SWENSON

Salem, Oregon
January 25, 1960

Mr. C. H. Maison
OFFICE

Advance Deposit
FAS 755, Clatsop County

NOTED
Harold C. Ayers

NOTED
V. R. JONES

Attached is Clatsop County Warrant No. 92619 in the amount of $7,500 which represents the county's share in the estimated cost for constructing the Svensen Island (Ferris Creek) Bridge on FAS 755.

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

cc: Ivan Merchant

NOTED
John F. Hagemann

NOTED
JOHN D. GRAHAM

Clatsop County

ASTORIA, OREGON

GUY BOYINGTON, COUNTY JUDGE
VERNE STRATTON, COMMISSIONER
WALTER H. NELSON, COMMISSIONER
MARY HAY, CLERK
CARL B. BONDIETTI, SHERIFF
THOMAS E. BROWNHILL, DIST. ATTY.

CHAS. M. JOHNSON, DISTRICT JUDGE
BEN BURNS, TREASURER
ARTHUR F. DANIELSON, SURVEYOR
EMMETT D. TOWLER, SCHOOL SUPT.
RAYMOND O. LUCE, CORONER
EMIL BERG, ASSESSOR

January 22, 1960

RECEIVED
JAN 25 1960

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: John F. Hagemann
Assistant County & City Relations Engineer

Gentlemen:

We are returning to you herewith two signed copies of the right-of-way certification and Clatsop County Warrant No. 92619 in the sum of $7,500.00 as a deposit toward the awarding of a contract for construction of the Svensen Island Bridge on FAS 755.

Trusting you will find the enclosed in order, we are

Very truly yours,

CLATSOP COUNTY COURT

By, Guy Boyington, County Judge

By, Verne Stratton, Commissioner

By, Walter H Nelson, Commissioner

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: County & City Relations Division

Federal Aid Project No. S-405(2)

Name of Project Svensen Slough (Ferris Creek) Bridge, FAS 755

Gentlemen:

We hereby certify that, to the best of our knowledge and belief, all rights of way or rights of entry for the above-referred to Federal Aid Project have been secured.

Dated at Astoria, Oregon, this 22nd day of January, 1960.

Clatsop County Court

Vern Barrington
Judge

Commissioner

Commissioner

Copy to Seling
1/25/60 J.F.H.

NOTED
G. SWENSON

NOTED
Harold C. Ayers

January 25, 1960

NOTED
R. JONES

Clatsop County Court
Courthouse
Astoria, Oregon

NOTED
John F. Hagemann

Gentlemen:

This is to acknowledge receipt of a deposit in the amount of $7,500 in connection with the Svensen Island (Ferris Creek) Bridge on FAS 755. This deposit, together with the refunds of $2,475.92 being retained, makes a total deposit of $9,975.92 for this project. A contract will be awarded at the regular Highway Commission meeting on January 28, and a copy of the contract will be forwarded to you as soon as available.

In accordance with your letter of January 22, we will postpone taking of bids on the Neawanna Creek Bridge, FAS 607, until July, 1960. Thank you for your prompt attention to this matter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County and City Relations Engineer

JFH:mm

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

NOTED
V. R. JONES

January 21, 1960

Clatsop County Court
Courthouse
Astoria, Oregon

Gentlemen:

On January 21, a satisfactory bid was received from Lockyear & White, Inc., of Longview, for construction of the Svensen Island Bridge on FAS 755. As per the agreement between county and state, the following advance deposit is required of the county prior to awarding of a contract:

Bid Items		$44,346.00	
12½% Engineering & Construction		5,543.25	
Estimated Total Cost		$49,889.25	
County Advance Deposit of 20%	$9,977.85		
Less Refunds Due County Which Are Being Retained	2,475.92		
REQUIRED CASH DEPOSIT	$7,501.93		or say $7,500

Please make this deposit by means of a check or warrant in the amount of $7,500 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of this deposit and two signed copies of the attached right-of-way certification, a contract will be awarded. It would be appreciated if the deposit and right-of-way certification could be mailed so as to arrive in Salem prior to January 28. This would permit awarding of a contract at the regular Highway Commission meeting on January 28.

Very truly yours,

W. C. Williams
State Highway Engineer

NOTED
JOHN D. GRAHAM

By

John F. Hagemann
Assistant County & City Relations Engineer

Recd
1/25/60
504-1085

JFH:mm
Att.

NOTED
C G. SWENSON

January 7, 1960

NOTED
Harold C. Ayers

Clatsop County Court
Courthouse
Astoria, Oregon

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Svensen Slough (Ferris Creek) Bridge on FAS 755 upon which bids will be received January 21.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of this project, including engineering and contingencies, is $49,500; however, the low bid received plus 12½% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest, with seal, and return both signed copies of the agreement to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the county's records. The signed agreements should be mailed so as to arrive in this office not later than January 18.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

NOTED
C. C. [illegible]

NOTED
V. [illegible]

NOTED
Harold C. Ayers

Mr. Robert B. Shefler
Clatsop County Engineer
P. O. Box 179
Astoria, Oregon

Dear Mr. Shefler:

Enclosed is a vicinity map and profile of the revised alignment for the Svenson Island bridge on FAS 755.

This map is being forwarded with the hope that it, together with any data you may already have, will furnish you with sufficient information to prepare right-of-way descriptions as required and negotiate the same. It would be appreciated if you would advise whether or not this is the case.

In the event you do not have sufficient data to prepare right-of-way descriptions, we will have our field crews run in some ties which we do not now have.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Ass't. County & City Relations Engineer

JFH:eg

Encl.

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

RECEIVED
JUN 12 1959
INS

June 11, 1959

Mr. H. F. Moy, Chief Engineer
Spokane, Portland & Seattle Railway Company
1101 N. W. Hoyt Street
Portland 7, Oregon

Dear Mr. Moy:

We have a federal aid secondary project on county roads which involves the rebuilding of the bridge over Svenson Slough on the county road leading northerly from Svenson Junction in Clatsop County. I am attaching a print of our Drawing 15022 which is the vicinity map for this project.

FAS 755

You will note that the south end of the new bridge is quite close to your track although slightly farther away than the existing structure. I am not sure as to the status of the railroad or county road right of way at this point, but, if your company has ownership, I would appreciate being granted the easement to permit the construction of the bridge.

There will be a slight amount of grading and surfacing at the south end of the bridge which will be done by Clatsop County. The crossing of your tracks is in approximately the same position as the present county road.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.
cc Mr. W. C. Williams
Mr. Ivan D. Merchant
Mr. C. G. Swenson

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
Harold C. Ayers

NOTED
C. G. [illegible]

NOTED
Harold C. Ayers

RECEIVED
JUN 12 1959

June 11, 1959

Clatsop County Court
Astoria, Oregon

Gentlemen:

Svenson Slough, at the point where we propose to build the new structure as a federal aid secondary project on county roads, is a navigable stream. The original structure built in 1915 was built under a War Department permit requiring a 60-foot span for navigation. Apparently when the old 60-foot truss was replaced, a pile trestle was driven giving only 24 feet of clearance. We can find no record where a permit for this reduced clearance was granted. Apparently the reduced clearance has satisfied navigation, which I understand is almost entirely by the Crown Zellerbach Corporation, and we propose to use a 30-foot span that would give approximately 28 feet of horizontal clearance. We will interview the Zellerbach Corporation prior to drawing up the permit application.

Since this road remains under the County's jurisdiction, the permit application should be in the name of the County. We will make up the necessary drawings and forward them to you for submission to the U. S. Engineers.

I do not know whether the County owns a right of way across the railroad at the south end of the structure or whether you are maintaining the road under easement from the railroad. In any event, we are making a slight change and I have written the Spokane, Portland & Seattle Railway Company asking for a permit to get on any right of way they do own, to build the bridge. I have also advised the Railway Company that there will be a small amount of grading and surfacing at the crossing to hook up with the new structure, which work would be done by County forces.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
cc Mr. W. C. Williams
Mr. Ivan D. Merchant
Mr. C. G. Swenson

FORM E-30 50M 11-58 19880

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
Harold [illegible] Ayers

NOTED
C. G. SWENSON

Salem, Oregon
May 29, 1959

SUBJECT: Svenson Island Bridge
Clatsop County FAS 755

To:
Mr. E. J. Hall
Resident Engineer
Oregon State Highway Department
Box 543
Astoria, Oregon

It has been decided to change the location of the proposed Svenson Island Bridge. Attached is a print of your vicinity map of this site showing in pencil the new proposed alignment. This calls for another vicinity map, so as soon as you can break a crew away from your construction projects, will you proceed with the work for the new vicinity map.

Attached is a copy of a letter from John F. Hagemann to Mr. Ivan Merchant giving some further information regarding this bridge site.

J. D. Walker
Division Engineer

By

R. D. Asburry
Assistant Division Engineer

RDA:AM
cc Mr. C. G. Swenson
Mr. Ivan Merchant

RECEIVED
JUN 1 1959

NOTED
Harold C. Ayers

NOTED

MEMO TO J. W. NASH
5/29/59

FAS 755, CLATSOP COUNTY

TERMINI: Bridge over Farris Creek approximately 0.5 mile north of junction of FAS 755 with FAP Route I. [Svenson Island (Farris Creek) Bridge]

PROPOSED WORK: One concrete bridge 270' in length.

PROJECT LENGTH: 0.05 mile

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$45,000	$27,000	$9,000	$9,000 (County)

EXISTING FACILITY: 304' long untreated timber bridge, H.C.-17', deteriorated condition.

ADJACENT SECTIONS:
NORTH END: 10' gravel surface on 12'-14' roadway.
SOUTH END: 18' bituminous surface with 3' shoulders.

PROJECT DATA: Construct a 270' long R.C.D.G. bridge on treated piling having a horizontal clearance of 20'. The bridge will be constructed west of and adjacent to the existing bridge on an improved alignment. Clatsop County will construct standards without federal cooperation.
rd. approaches in approved way.

ROW WIDTH:	50'
MINIMUM DESIGN STANDARDS:	No Exceptions
ACCESS CONTROL:	None
RR XING:	None
SYSTEM ACTION:	None Required
PUBLIC HEARING:	None Required

UNUSUAL OR COMPLICATED SITUATIONS: The major portion of FAS 755 has a relatively high traffic volume; however, the section extending onto and on Svenson Island serves as the only outlet to the four large dairy farms on the island. The traffic volume at the bridge drops to approximately fifty vehicles daily and the roadway width of the bridge has been determined accordingly.

FAS 755 ~~serves~~ as a whole serves a highly developed rural area composed of small dairy farms. It is also a log haul, mail, milk, and school bus route.

JFH:cg

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

May 28, 1959
Salem, Oregon

Svenson Island Bridge
FAS 755
Clatsop County

Mr. Ivan Merchant
OFFICE

Confirming our conversation of May 26, this is to advise that the Clatsop County Court decided on the reinforced concrete bridge on treated piling to be constructed on the location laid out by the Bridge Division for the subject named bridge.

In order to successfully carry out negotiations for the required right-of-way a vicinity map should be prepared on the revised alignment which shows the location of the Crown-Zellerback stiff boom and also existing piling at the south end of the bridge site which were originally used for a county gravel loading ramp. It will be necessary to have one bent of the bridge within approximately 8' or less of the stiff boom.

Mr. Robert Shoffler, Clatsop County Engineer, should be contacted prior to running in the alignment to insure all information he will need in negotiating the right-of-way is included on the vicinity map.

John F. Hagemann
Ass't. County & City Relations Engineer

JFH:cg

cc: Tom Edwards
J. D. Walker

NOTED
[illegible] R. JOHNS

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
*Proposed PROJECT BASE DESIGN *Proposed

NOTED
C. Ayers

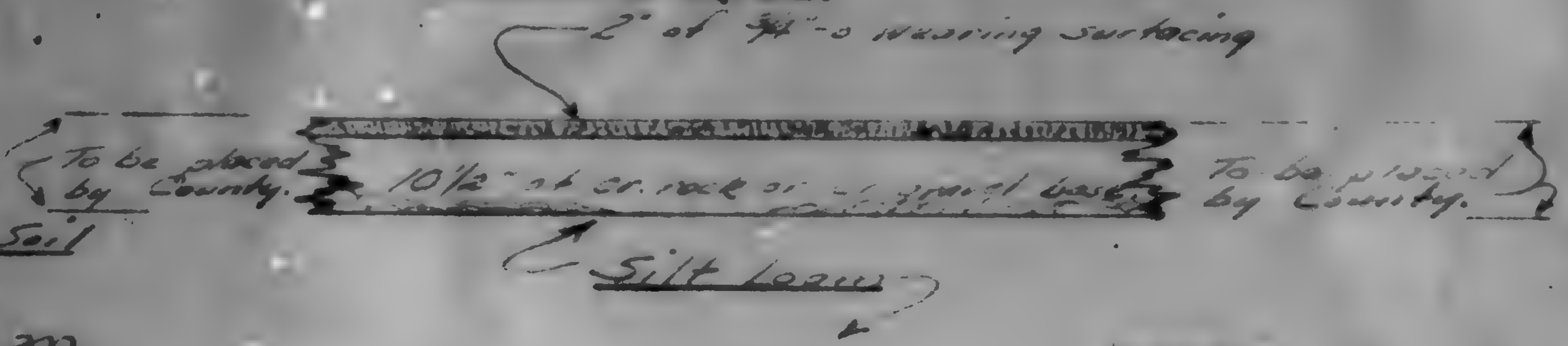
NOTED
C. G SWENSON

Section Swensen Island (Harris Co.) Br. Highway F.A.S. 755 County Clatsop Profile 504-14-[illegible]

Res. Engr. E. L. Hall Length of Project ____ Miles. Sta. ____ to Sta. ____ Date 5-26-51

TYPICAL SECTIONS Traffic Classif. – Light

*STATE PARTICIPATION IS FOR STRUCTURE.
CLATSOP COUNTY TO CONSTRUCT ROAD
APPROACHES AS REQUIRED.


2" of ¾"-0 wearing surfacing
To be placed by County.
10½" of cr. rock or [illegible] gravel base
To be placed by County.
Silt loam

① Typical Soil
48 LL
7 PI
88 % P. 200
54 % Silt
27 % Clay
5 "R" Value

NOTED

Required Base & Wear		Designed Base & Wear	
Crushed	Not Crushed	Exist. Surf. Allow.	New Work
			2 10½
12½			[illegible]

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable material source to be determined by the Engineer.											

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by G. L. Decker
Staff Assistant
[redacted]

Recommended by G. W. Harra
Engineer of Materials

Recommended by G. McEdward
Construction Engineer

Approved by [illegible]
Deputy State Highway Engineer

NOTED
C. G. SWENSON

FORM 2-30 50M 11-58 15880

RECEIVED
MAR 20 1959
ENGINEER
COUNTY & CITY RELATIONS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 19, 1959

SUBJECT: Svensen Island (Ferris Creek) Bridge
Neawanna Creek (12th Street) Bridge
Clatsop County F.A.S. Projects

FAS 158
" 601

To:
Mr. Tom Edwards
Construction Engineer
Office

Herewith the following data on the subject projects:

1 Book of Field Notes -(Svensen Island Bridge)
1 Book of Field Notes (Neawanna Creek Bridge)
1 Copy of a letter from Clatsop County regarding approaches to bridges
1 Copy of letter from the Resident Engineer regarding water elevations at bridge sites

These are both approved County F.A.S. Projects. The field work has been completed on them partially by the County Engineer and partially by our Resident Engineer.

If it meets with your approval, we would like to have the vicinity maps prepared in the Design Room to be submitted to the Bridge Department. This matter has been talked over with Frank Hall, who indicated he had time to do this work.

The original program was to include the approaches in the contract but according to the above-mentioned letter from Clatsop County, they would prefer to contract the bridge construction only, with them performing necessary work in constructing the approaches.

J. D. Walker
Division Engineer

By R. D. Asburry

R. D. Asburry
Assistant Division Engineer

RDA:AM
cc Mr. Ivan Merchant
Mr. C. G. Swenson
Mr. ~~E. J. Hall~~ Probert

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Astoria, Oregon
March 13, 1959

SUBJECT: Proposed FAS Projects
Clatsop County

To:

Mr. J. D. Walker
Division Engineer
Office

Herewith two books of field notes covering alignment, profiles and cross sections on the two proposed FAS projects, Svensen Island (Ferris Creek) Bridge and Neawanna Creek (12th Street) Bridge.

The proposed grade for the Svensen Island bridge would be the same as now existing and the new structure would be located 30 feet downstream and parallel to the existing bridge. The water line now installed on the upstream side of the existing bridge will be relocated by others. Extreme high water in this area appears to be about elevation 7.1 (M.S.L.).

The grade and alignment for the 12th Street Bridge would be the same as now existing. According to County data, extreme high water is about elevation 9.0 (M.S.L.). Also according to County data the gross area under the S.P.& S. R.R. bridge on Neawanna Creek is approximately 1160 square feet and the gross area under the Broadway Bridge (length 120 feet) is approximately 1200 square feet.

I am also enclosing herewith a copy of a letter from the Clatsop County Engineer to Mr. John Hageman, Ass't County and City Relations Engineer, confirming the County Court's agreement to make the necessary embankment approaches to the proposed bridges.

E J Hall

E. J. Hall
Resident Engineer

Encl.

NOTED
J D WALKER

NOTED
C. G. SWENSON

Salem, Oregon
March 17, 1959

NOTED
Harold C. Ayers

Svensen Island Bridge
FAS 755, Clatsop County

Mr. Ivan Merchant
OFFICE

NOTED
V. R. JONES

NOTED
John F. [illegible]

Attached is a copy of a letter from Clatsop County requesting consideration of a treated timber structure for the subject named project which was approved by the Highway Commission on March 5.

It would be appreciated if you could furnish this office with preliminary estimates of an all timber type structure as against reinforced concrete on treated timber piling for this bridge site. We will then contact the county and see if the all timber structure is still desired.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

GUY BOYINGTON, County Judge
VERNE STRATTON, Commissioner
DONALD G. MALARKEY, Commissioner
MARY HAY, Clerk
PAUL KEARNEY, Sheriff
THOMAS E. BROWNHILL, Dist. Atty.

Clatsop County

BEN BURNS, Treasurer
ARTHUR F. DANIELSON, Surveyor
EMMETT D. TOWLER, School Supt.
RAYMOND O. LUCE, Coroner
EMIL BERG, Assessor

ASTORIA, OREGON,

March 10, 1959

Oregon State Highway Dept.,
Mr. John F. Hagemann,
Ass't County & City Relations Engr.,
Salem, Oregon.

Gentlemen:-

The Clatsop County Court has directed me to inform you that they are agreed that Clatsop County will make the necessary embankment approaches to the two bridges now being planned under the Federal-State Aid, the bridge at Svensen Island and the bridge at 12th Avenue, Seaside.

The County Court requests that alternate plans for an all timber structure be prepared for the Svensen site and bids called therefor. They are convinced as is the writer and a local contractor that a timber structure using all pressure treated timber, piling, caps, stringers and deck can be built at this site for less than half the estimated $60,000 mentioned for a concrete structure.

Very truly yours,

Robt B Shefler

Robt B. Shefler,
County Engr.

RECEIVED
MAR 1[illegible] 1959
COUNTY [illegible] S

NOTED
V. R. JONES

NOTED
C. G. SWENSON

March 9, 1959

NOTED
Harold C. Ayers

Clatsop County Court
Courthouse
Astoria, Oregon

File fas 155

Gentlemen:

On March 5 the Highway Commission approved the county FAS projects as described in the attached tabulation which is believed to conform with the county's request.

We have recently been advised by Mr. Walker, Highway Department Division Engineer, that it was his understanding the county wished to revise these projects to provide for constructing of the bridges only with FAS funds with Clatsop County performing any required road approach work. It would be appreciated if you would advise this office by letter whether or not this is correct.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant Engineer, County & City Relations

JFH:mm
Att: 59-b

FORM E-30 50M 11-58 15880

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 5, 1959

SUBJECT: Authority for Survey
Svensen Island (Ferris Creek) Bridge
Clatsop County FAS ~~705~~ 755

To: Mr. Tom Edwards
Construction Engineer
Office

Herewith Authority for Survey together with location prospectus for the subject section.

This project is to be for bridge construction only. The County is to construct the approaches. The major portion of the field work has been completed by the County but some additional field work remains to complete the survey.

This project is to be presented to the Commission at their March 5 and 6 meeting.

J. D. Walker
Division Engineer

By R. D. Asburry

R. D. Asburry
Assistant Division Engineer

RDA:AM
cc County and City Relations

RECEIVED
MAR 6 1959

CLATSOP COUNTY
PROPOSED PROJECTS

✓ FAS 755 - Svensen Island (Farris Creek) Bridge Section, $60,000. This bridge is located approximately 0.5 mile north of the junction at Svensen of FAS 755 with FAP Route I (Columbia River Highway). The existing bridge carries highway department inventory No. 11154.

The proposed project is to replace the existing 304' long timber bridge with a new structure having a roadway width of 20'. The new bridge is to be located west of and adjacent to the present bridge so that the present bridge can carry traffic during construction. The FAS project will be for the structure, including removal of the existing bridge (no salvage), and road approaches as required. Road approaches would be constructed through a 24' crushed rock or gravel wearing surface.

FAS 607 (Spur) - Neawanna Creek (12th Street) Bridge Section, $36,000. This bridge is located at the crossing of 12th Street over the Neawanna Creek immediately east of Seaside.

The proposed project is to replace the existing 400' timber bridge with a new structure having a roadway width of 26' and with sidewalks on each side. Mr. Shefler, County Engineer, is of the opinion the new bridge can be shortened to approximately a 200' length. The FAS project will be for the structure, including removal of the existing bridge, and road approaches through the levelling course. Clatsop County will place a 22' wide oil mat with 4' shoulders upon completion of the FAS project. The road can be closed during construction.

Mr. Robert Shefler, County Engineer, should be contacted prior to making the surveys as he has some survey data which will be made available.

The presently estimated balance of unprogrammed FAS funds available to Clatsop County is $96,000. The Svensen Island bridge is to be constructed first, with the unused balance of funds to be applied on the 12th Street bridge. Additional funds for this 12th Street bridge will be required prior to construction.

2/13/59
(59-b)

1-10-59

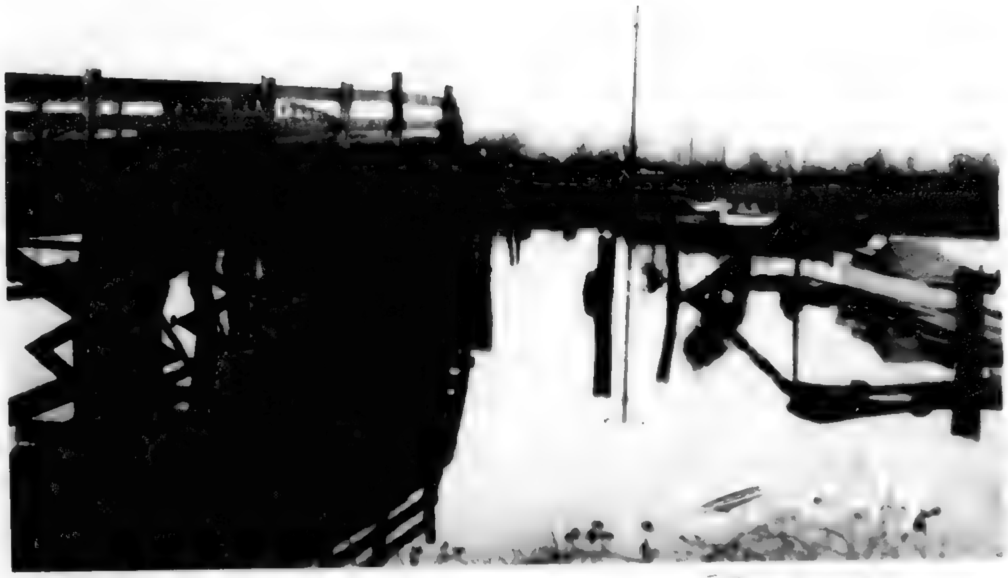
FAS 755 **County** Clatsop **Contract No.**

Section Ferris Cr. Bridge

Location 57-C-17 } Bridge from S.E

59-C-18 } " " S.W

59-C-17 } " " So.



57-C-17

57-C-18

1-10-59

FAS 755 **County** Clatsop **Contract No.** ______

Section [illegible]

Location [illegible] Prim [illegible] SE

Sec 18, [illegible] S.W.

[illegible] S[illegible]

RAILROAD CROSSING

57-C-17

57-C-18

4-8314 Necanicum Rock Prod. Proj. 1960
on 3 Hwys., south of Seaside
#5582

Mr. Williams

RECEIVED

NOTED
W. C. WILLIAMS

FINAL COST ANALYSIS

Rock Production
Contractor: C.C. Meisel
Resident Engineer: E.J. Hall

Necanicum Rock Production
Contract No. 5582
4-9314

Clatsop County
Prefix: 4-8314-201(44)

Item 5582	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-0 Cr. Rock in S.P.	1,018.47	Cu. Yd.	2.48	2.05	2,091.94	2,525.81
1/2"-1/4" Cr. Rock in S.P.	4,264.48	Cu. Yd.	2.48	2.05	8,759.24	10,575.91
1/4"-0 Cr. Rock in S.P.	4,436.73	Cu. Yd.	2.48	2.05	9,113.43	11,003.09
Screen Rejects	3,115.60	Cu. Yd.	0.25	2.05	6,399.23	778.90
					$26,363.84	$24,883.71

Total Cost	$ 26,363.84
Gross Revenue	24,883.71
Net Loss	$ 1,480.13

Net Loss equals 5.95% of Gross Revenue

DETAIL OF COST - Contract No. 5582

Labor:		
Labor	$ 10,521.01	
Labor Insurance	1,129.93	
Health, Welfare and Pension	289.35	
Travel and Transportation	255.00	$ 12,195.29
Equipment Rental and Miscellaneous Expenses:		
Equipment Rental, Owned	7,440.00	
Equipment Rental, Hired	1,951.15	
Gas, Oil and Grease	1,644.39	
Bond	133.24	
Home Office and General Overhead	123.95	
P.L. and P.D. Insurance	375.00	
Move In	576.57	
Public Utilities	407.25	
Small Tools and Miscellaneous Supplies	1,517.00	14,168.55
TOTAL COST		$ 26,363.84

Remarks - Contract No. 5582

This was a "State Project" calling for the crushing and stockpiling of approximately 9,500 cubic yards of crushed rock for later use by the State in connection with maintenance operations on three State highways in Clatsop County.

The sections of highway for which the crushed materials were to be furnished are as follows: Oregon Coast Highway, M.P. 20.00 to 37.11; Necanicum Highway, M.P. 0.00 to 11.38; and Sunset Highway, M.P. 0.00 to 13.82.

Bids were received January 21, 1960; contract was awarded January 28, 1960. Contractor started crushing February 9, 1960. Wet weather and breakdowns of the plant were responsible for the loss. The project was completed March 25, 1960.

Additional work from the same set up, 5,000 yards for the county and 15,000 yards for Crown, helped the contractor considerably.

M.N. Juve
Chief Cost Analyst

By

H.R. Sturgis

RECEIVED
MAY 10 1960
FOR FILING
4-8314
5582

May 9, 1960

Standard Accident Insurance Co.,
Detroit 32
Michigan

Gentlemen:

State Highway contract #5582 for the Necanicum Rock Production Project on the Oregon Coast-Necanicum-Sunset Highways in Clatsop County was completed by the contractor, C. C. Meisel, on March 25, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of $746.51 will be released to the contractor after acceptance by the Commission. The total contract amount is $24,883.71, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Standard Accident Insurance Co.,
Portland Branch Office
620 Portland Trust Bldg.,
Portland 4, Oregon

RECEIVED
APR 22 1960
FOR FILING
4-8314
5582

A

April 22, 1960

Standard Accident Insurance Co.,
Detroit 32
Michigan

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to C. C. Meisel on contract #5582 for the Necanicum Rock Production Project on the Oregon Coast-Necanicum-Sunset Highways in Clatsop County.

This payment, in the amount of $9,261.20, will be released to contractor on or after May 2, 1960. The retained percentage is $746.51.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Standard Accident Insurance Co.,
Portland Branch Office
620 Portland Trust Bldg.,
Portland 4, Oregon

Form E-1—(Rev.)—

4-8314

A

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 8, 1960

Section Necanicum Rock Production

Kind of work Rock Production

Highway Oregon Coast/Sunset, Necanicum County Clatsop

Section prefix 4-8314

Contractor C. C. Meisel

Contract number 5582

Date of contract January 28, 1960

Specified work days 30

Date work started February 1, 1960

Work days used 13

Project authorization $26,505.00

Exclusive of engineering $24,620.20

Per cent of time elapsed 43 %

Estimated cost of completed project, exclusive of engineering $24,883.71

Estimated per cent overrun or underrun . . . . - %

Per cent of contract completed, based on estimated cost . . . . 101 %

Engineering authorization $1,884.80

Engineering cost to date $1800.00, 96 %

Date project was completed March 25, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate completed and will be submitted the first of next week.

Final Report

CONSTRUCTION DIVISION
RECEIVED
APR 11 1960
NOTED-- CE ADE ACE COE

Signed A. M. Bedell Transitman

Address Box 543 Astoria

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			9,500 C.Y.		
Total quantities corrected to date			9,720 C.Y.		
Estimated quantities moved or placed to date			9,720 C.Y.		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Clear		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Overcast		
Friday	Rain		
Saturday			

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
FEB 19 1960
FOR FILING

11-8314

5582

February 18, 1960

Mr. C. C. Meisel
P. O. Box 206
McMinnville
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5582, awarded January 28, 1960, for the Necanicum Rock Production Project on the Oregon Coast-Necanicum-Sunset Highways in Clatsop County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

Encl.

RECEIVED
JAN 29 1960

FOR FILING
4-8314

5582

January 28, 1960

Mr. C. C. Meisel
Box 206
McMinnville, Oregon

Dear Mr. Meisel:

The State Highway Commission on January 28 awarded to you State Highway Contract No. 5582 for the Necanicum Rock Production Project on the Oregon Coast, Sunset and Necanicum Highways in Clatsop County.

This award was based on your bid of $23,560, which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC

5-8306 Mist Rock Prod. Proj. 1960
#5583

RECEIVED

5- 8306

5583

NOTED
W. C. WILLIAMS

November 25, 1960

Contract No. 5583

FINAL COST ANALYSIS
Rock Production
Contractor: C.C. Meisel
Resident Engineer: E.J. Hall

Nehalem & Mist-Clatskanie Hwys.

Item	Quantity	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-0 Cr.Mat'l in S.P.	1,372.37	2.94	2.82	3,870.08	4,034.77
1/2"-1/4" Cr.Mat'l in S.P.	3,316.35	2.94	2.82	9,352.10	9,750.07
5/16"-#10 Cr.Mat'l in S.P.	1,327.41	2.94	2.82	3,743.20	3,902.59
1/4"-0 Cr.Mat'l in S.P.	4,153.89	2.94	2.82	11,703.90	12,212.44
				$28,669.28	$29,899.87

Gross Revenue	$ 29,899.87
Total Cost	28,669.28
Net Profit	$ 1,230.59

Net Profit equals 4.12% of Gross Revenue

DETAIL OF COSTS - Contract No. 5583

Labor:		
Labor	$ 8,987.60	
Labor Insurance	1,080.74	
Health and Welfare	173.30	
Pension	173.30	$ 10,414.94
Equipment Rental and Miscellaneous Expense"		
Equipment Rental, Owned	9,352.00	
Equipment Rental, Hired	3,760.00	
Gas, Oil and Grease	1,747.99	
Bond	121.68	
Drill Steel and Bits	549.98	
Explosives	1,403.22	
Home Office and General Overhead	538.57	
P.L. and P.D. Insurance	365.00	
Move In	169.00	
P.U.C.	71.65	
Small Tools	175.25	18,254.34
TOTAL COST		$ 28,669.28

Remarks - Contract No. 5583

This was a "State Project" calling for the crushing and stockpiling of approximately 9,000 cubic yards of crushed rock in stockpiles for later use by the State in connection with maintenance operations on the Nehalem and Mist-Clatskanie Highways in Columbia County.

The sections of highways for which the crushed materials were to be furnished are as follows: Nehalem Highway between mile posts 37.73 to 57.72 and Mist-Clatskanie Highway between mile post 0.00 to 11.89.

Bids were received January 21, 1960 and the contract awarded January 28, 1960. The contractor began drilling and building the haul road March 18, 1960. The quarry was shot and crushing started April 28, 1960. Rain slowed the progress of this project but all material was crushed and stockpiled June 8, 1960.

Considerable expense was incurred by the contractor in building the road to the new area opened up on our properties and the rocking of same. Inclement weather did not permit full production.

Equipment in good shape with personal supervision by the owner resulted in a good profit.

M.N. Juve
Chief Cost Analyst

By

H.R. Sturgis

A

RECEIVED
JUL 29 1960
FOR FILING

5-8306

5583

July 28, 1960

Standard Accident Insurance Co.,
Detroit 32
Michigan

Gentlemen:

State Highway contract #5583 for the Mist Rock Production Project on the Nehalem and Mist-Clatskanie Highways in Columbia County was completed by the contractor, C. C. Meisel, on June 8, 1960, and was formally accepted by the Highway Commission on July 7, 1960.

Final payment in the amount of $897.00 will be released to the contractor on or after August 8, 1960. The total contract amount is $29,899.87, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Standard Accident Insurance Co.,
Portland Branch Office
620 Portland Trust Bldg.,
Portland 4, Oregon

1

RECEIVED
JUN 30 1960
FOR FILING

58306

5583

June 29, 1960

Standard Accident Insurance Co.,
Detroit 32
Michigan

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to C. C. Meisel on contract #5583 for the Mist Rock Production Project on the Nehalem and Mist-Clatskanie Highways in Columbia County.

This payment in the amount of $3,764.44, will be released to contractor on or after July 9, 1960. The retained percentage is $897.00.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Standard Accident Insurance Co.,
Portland Branch Office
620 Portland Trust Bldg.,
Portland 4, Oregon

A

Form E-1—(Rev.)—

5-8306

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 17, 1960

Section Mist Rock Production

Kind of work Rock Production

Highway Nehalem & Mist - Clatskanie County Columbia

Section prefix 5-8306

Contractor C. C. Meisel

Contract number 5583

Date of contract January 28, 1960

Specified work days 40

Date work started March 18, 1960

Work days used 32

Project authorization $ 29,767.50

Exclusive of engineering $ 27,650.70

Per cent of time elapsed 80 %

Estimated cost of completed project, exclusive of engineering $ 29,899.87

Estimated per cent overrun ~~or underrun~~ 7.6 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 2,116.80

Engineering cost to date $ 2,000.00, 94 %

Date project was completed June 8, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final completed and submitted to Division office on Friday.

FINAL REPORT

NOTED

C. E. [illegible]

Signed E. J. Hall Res. Engr.

Address Box 543 Astoria

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			9,000 C.Y.		
Total quantities corrected to date			10,170 C.Y.		
Estimated quantities moved or placed to date			10,170 C.Y.		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Rain		
Wednesday	Showers		
Thursday	Overcast		
Friday	Clear		
Saturday			

RECEIVED
B 24 1960
FOR FILING
5583

FORM 2-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

February 23, 1960

Mr. C. C. Meisel
P. O. Box 206
McMinnville
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

> Contract #5583, awarded January 28, 1960, for the Mist Rock Production Project on the Nehalem and Mist-Clatskanie Highways in Columbia County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
Encl.

RECEIVED
JAN 30 1960
FOR FILING
C 1306

5583

January 28, 1960

Mr. C. C. Meisel
Box 206
McMinnville, Oregon

Dear Mr. Meisel:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5583 for the Mist Rock Production Project on the Nehalem and Mist-Clatskanie Highways in Columbia County.

This award was based on your bid of $26,460, which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

F-109(10) Davis Slough-Bullards Br. 1960
Sec. of Oregon Coast Hwy.
#5584 (slide corr. and signing)

RECEIVED
JUN 10 1964
FOR FILING

2574

REPORT OF TRIAL OF CASES OTHER THAN CONDEMNATION

File: L- 4218

Case No.- 53795

To be submitted to Commission: July 14, 1964 Approved by Commission: ____________

Name of Case: Central Paving Co., et al. vs. State County: Marion

Cause of Action: Contractors' claims for additional compensation

Demands of Plaintiff: $318,844.37 ($44,213.71 on first cause of action; $274.630.66 on second cause of action.

Date (s) of Trial: May 25 - June 2, 1964 Judge: Sloper

Attorney for State: Alan H. Johansen, J. Robert Patterson

Attorney for Plaintiff: Norman B. Kobin

Verdict or/~~Judgment~~ Settlement: $75,000.00 Interest: None

Attorney Fees: None Court Costs: Not yet known. State to pay trial and reporters' fees

REMARKS: Settled on seventh day of trial. See attached memoranda.

NOTED
T EDW DS

FORM E-30 25M 9-51 95318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 3, 1964

SUBJECT: Central Paving Company
vs.
State of Oregon
Case No. 53795
Our file L-4218

To: MEMORANDUM TO THE FILE

This memorandum is to be attached to the Report of Trial in the above-entitled case. To clearly understand the compromise offer which was effected during the trial of this case, some factual background is deemed necessary. The contract called for slide correction and widening of existing embankments, that is flattening of the slopes on a 14 mile strip of Highway 101 immediately north of Bullards Bridge situated near Bandon, Oregon. The original highway had been built by two contractors, Charles O'Neil and Morrison-Knudsen. Proper protection had not been placed on the slopes and during the winter considerable erosion had occurred. Before the paving contract could be let the next year it was decided to let the paving contract with this contract for slide correction and embankment widening.

About this time the Highway Department in conformity with requests of the Association of General Contractors (AGC) instituted a new classification known as "Embankment Foundation Excavation." No reference to this term is included in the Standard Specification for Highway Construction. The term is included in the contract under the special provisions and in my opinion contains a very poor definition of what this term includes. In addition to this fact there was a poor supply of aggregate near this project. It was determined by our engineering department that the native materials could, under proper use, be incorporated into the sub-base and A/C pavement.

A special provision with respect to A/C pavement contained no provisions with respect to any special handling of the aggregates. Everyone agreed, therefore, that the Standard Specifications were applicable. The Standard Specifications required the contractor to merely segregate the aggregates into two sizes, that is, coarse and fine. The special provisions with respect to gradations, however, were very explicit because of our need to obtain special wearing surfaces when use was made of the native materials. When the contractor, during the year 1960, began to produce the A/C mix, he was not able to secure efficient operation of the paving plant by segregating the aggregates into the two sizes and excessive amounts of fine existed and sufficient amounts of coarse material could not be obtained to operate the paving plant with any degree of efficiency. During this same period of time two other contracts had been let for the production of A/C pavement in this same vicinity and the source of the materials was to be the same location from which this same contract was to be performed. In the special provisions of these other two contracts, special handling of the aggregates was designated and no

RECEIVED
JUN 10 1964
FOR FILING

3374

REPORT OF TRIAL OF CASES OTHER THAN CONDEMNATION

File: L- 4218

Case No.- 53795

To be submitted to Commission: July 14, 1964 Approved by Commission: ________

Name of Case: Central Paving Co., et al. vs. State County: Marion

Cause of Action: Contractors' claims for additional compensation

Demands of Plaintiff: $318,844.37 ($44,213.71 on first cause of action; $274.630.66 on second cause of action.

Date (s) of Trial: May 25 - June 2, 1964 Judge: Sloper

Attorney for State: Alan H. Johansen, J. Robert Patterson

Attorney for Plaintiff: Norman B. Kobin

Verdict or/~~Judgment~~ Settlement: $75,000.00 Interest: None

Attorney Fees: None Court Costs: Not yet known. State to pay trial and reporters' fees

REMARKS: Settled on seventh day of trial. See attached memoranda.

NOTED
T[illegible] EDW[illegible]

hg 6-5-64

Alan H. Johansen
Signed

cc File
G. E. Rohde
J. Robert Patterson
~~W. H. Haskin~~
~~E. F. Saling~~

FOR FILING

2284

REPORT OF TRIAL OF CASES OTHER THAN CONDEMNATION

File: L- 4218

Case No.- 53795

To be submitted to Commission: July 14, 1964 Approved by Commission: ______

Name of Case: Central Paving Co., et al. vs. State County: Marion

Cause of Action: Contractors' claims for additional compensation

Demands of Plaintiff: $318,844.37 ($44,213.71 on first cause of action; $274.630.66 on second cause of action.

Date (s) of Trial: May 25 - June 2, 1964 Judge: Sloper

Attorney for State: Alan H. Johansen, J. Robert Patterson

Attorney for Plaintiff: Norman B. Kobin

Verdict or/~~Judgment~~ Settlement: $75,000.00 Interest: None

Attorney Fees: None Court Costs: Not yet known. State to pay trial and reporters' fees

REMARKS: Settled on seventh day of trial. See attached memoranda.

NOTED
T[illegible] EDW[illegible]DS

hg 6-5-64

Alan H. Johansen
Signed

cc File
G. E. Rohde
J. Robert Patterson
~~W. H. Haskin~~
~~E. F. Saling~~

FORM E-30 25M 9-61 63315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 3, 1964

SUBJECT: Central Paving Company
vs.
State of Oregon
Case No. 53795
Our file L-4218

To: MEMORANDUM TO THE FILE

This memorandum is to be attached to the Report of Trial in the above-entitled case. To clearly understand the compromise offer which was effected during the trial of this case, some factual background is deemed necessary. The contract called for slide correction and widening of existing embankments, that is flattening of the slopes on a 14 mile strip of Highway 101 immediately north of Bullards Bridge situated near Bandon, Oregon. The original highway had been built by two contractors, Charles O'Neil and Morrison-Knudsen. Proper protection had not been placed on the slopes and during the winter considerable erosion had occurred. Before the paving contract could be let the next year it was decided to let the paving contract with this contract for slide correction and embankment widening.

About this time the Highway Department in conformity with requests of the Association of General Contractors (AGC) instituted a new classification known as "Embankment Foundation Excavation." No reference to this term is included in the Standard Specification for Highway Construction. The term is included in the contract under the special provisions and in my opinion contains a very poor definition of what this term includes. In addition to this fact there was a poor supply of aggregate near this project. It was determined by our engineering department that the native materials could, under proper use, be incorporated into the sub-base and A/C pavement.

A special provision with respect to A/C pavement contained no provisions with respect to any special handling of the aggregates. Everyone agreed, therefore, that the Standard Specifications were applicable. The Standard Specifications required the contractor to merely segregate the aggregates into two sizes, that is, coarse and fine. The special provisions with respect to gradations, however, were very explicit because of our need to obtain special wearing surfaces when use was made of the native materials. When the contractor, during the year 1960, began to produce the A/C mix, he was not able to secure efficient operation of the paving plant by segregating the aggregates into the two sizes and excessive amounts of fine existed and sufficient amounts of coarse material could not be obtained to operate the paving plant with any degree of efficiency. During this same period of time two other contracts had been let for the production of A/C pavement in this same vicinity and the source of the materials was to be the same location from which this same contract was to be performed. In the special provisions of these other two contracts, special handling of the aggregates was designated and no difficulty was encountered by the contractor in producing the pavements for the other two contracts. Although the contract called for 27,000 tons of A/C mix, during the year 1960, only 4,000 tons were produced for the subject contract and much of the material was rejected by us. The contractor testified during the trial that had special handling of the aggregate for this project been in effect he would have been able to produce the entire 27,000 tons during the year 1960.

There was evidence introduced at the trial that at least by letter we suggested that the contractor would obtain better performance from his plant if he would specially handle the aggregates. The contractor testified that during the winter of 1961 he moved into the project a new screening plant and segregated the materials into three different sizes. He testified that in order to meet gradation requirements this was the only economical means by which he could produce the mix from the native materials. The contractor contended that by reason of the fact that it was necessary to specially handle the aggregates in order to produce the A/C mix, and that the Standard Specifications only required a segregation into two sizes, that this constituted an alteration in the details of the construction and resulted in additional expense. Mr. Page and Mr. Woods, who are the principal owners of the contracting firm Central Paving Company, both testified at the trial. Mr. Page stated that he talked with our Mr. Hara and that he was advised that in handling the native materials proper gradation could be obtained by a crushing operation of a 3/4-inch screen and that in the process 15% waste could be anticipated. Mr. Woods verified that Mr. Page talked with Mr. Hara but of course could not tell the contents of the conversation. Mr. Hara denied that any conversation such as this ever took place. The special provisions in the contract specially disclaimed any warranty as far as the native materials were concerned. Mr. Hara had in the laboratory, at the time the contract was let, test reports from samples made of the material which would indicate 65% to 80% waste. It should be noted that in 1961, after the proper segregations had been made, no difficulties were encountered in the production of the mix, the remaining 23,000 tons being produced in a period of 14 to 15 days.

The sub-contractor, Miller & Hutchins, was to perform slide correction and slope embankment widening. They testified that from the very beginning of the project where fill slopes were to be widened out, that the resident engineer, John Gunter, instructed them that they were to cut back into the old embankment and to laminate and intermingle the new fill material with the old. From the time this claim was first made, it had always been our information that the old slopes were stabilized and the new work would only require a widening out and some additional work which we considered coming within the term "plowing" under the Standard Specifications. At the time of the trial, however, our own evidence indicated because of the lack of protection to the slopes during the winter, considerable erosion occurred with sloughing in the fills. There were many gullies in the fill slopes and in many instances slough material had been carried way down to the toe of the slope. The sub-contractor produced witnesses from his superintendents and machine operators that in many instances the resident engineer required that he go back into the old fills from 20 to 50 feet. It is testified to by the contractor that this was required because the materials were extremely wet and the required compaction could not be obtained unless the material could be intermingled with drier materials. The sub-contractor claimed that in doing the work required by the resident that 240,000 cu. yds. of material was excavated from the old fills. He further claimed 20,000 cu. yds. of the slough material was handled at the toe of the slopes. It was estimated by our inspector that approximately 10,000 cu. yds. of slough material was handled by the contractor at the toe of the slope. We admitted that the work on the slopes done by the sub-contractor should be classified as a "terracing operation" and is provided for in 2.4.9 of Standard Specifications. We did not, however, make any payment for such operation at the time the contract was completed. In negotiating settlement of the contractor's claim, and prior to his filing a complaint, we did go back and pay general excavation on such an operation to the extent of 80,000 cu. yds. The contractor claimed that all of this work in the old embankments and the handling of the sloughing material at the toe of the slope was within the term "embankment foundation excavation" and that he should have been paid on the basis of this rate which was $1.25 rather than the 40¢ provided for in "general excavation." The sub-contractor's work was done within a period of about five months. He claims that when he failed to receive payment either on the basis of embankment foundation excavation or additional yardage done in the old fills, he protested to our resident engineer and that the engineer replied that "he had not been able to get his field notes in order yet." The contractor excused his not making a written protest on the fact that he expected payment when the resident was able to make proper calculations.

The head of the specification department, Mr. O'Neil, also testified at the trial and a drawing of his which was introduced as an exhibit is in the file. This exhibit indicates from Mr. O'Neil's understanding of the term "embankment excavation foundations" that the work carried on as testified to by the contractor was probably within the term "embankment excavation foundation." Mr. Edwards, our Construction Engineer at the time, advised that the sloughed material at the bottom of the fills which was admittedly required to be removed, would be "embankment excavation foundation." Some of the larger fills which had failed to a large extent, required excavation for the purpose of repairing and improving drainage. The resident testified that he put the contractor on the basis of general excavation for such excavating down to the depth to which it was necessary to use special equipment.

"Drainage excavation" was paid when special equipment was used. Mr. Edwards advised that this probably also would be held to be "embankment foundation excavation."

The trial of this case began before Judge Sloper in Salem on May 25 before a jury and continued to and including Tuesday, June 2. The plaintiff was still presenting its case at that time. A compromise settlement of this action was effected at this time by the payment by us of $75,000.00. The jury consisted of ten women and two men and I am of the opinion that had the case continued to completion that the plaintiff would have received a verdict. It is impossible to say the amount that might have been expected but I believe that it would have been in excess of $100,000.00 at the very minimum. The remarks of Judge Sloper at the completion of the settlement have been obtained and placed in the file. They indicate that the Judge was also of the opinion that the plaintiff was entitled to recover, the only question being as to the amount. If we would say that 15,000 cu. yds. of slough material was moved, this would amount to $18,750.00. There was in addition about 5,000 cu. yds. of material excavated for drainage improvement. This would be an additional $6,250.00. In determining the 80,000 cu. yds. which we allowed the contractor at general excavation prices, we allowed two feet from the top to the bottom of the slope for terracing and an additional amount of yardage which would allow the contractor 14 feet of working room above the benches where the new slopes did not provide proper width or proper compaction. In view of the testimony at the trial, there seems to be no doubt that the sub-contractor did considerable work in the old slopes due to their wetness beyond the 14 feet allowed. It is difficult to approximate a proper measurement of this yardage but if we had figured on a basis of 21 feet, which is the very minimum testified to by the machine operators, this would approximate another 40,000 cu. yds. at general excavation prices, or $16,000.00. We would be forced, therefore, to almost admit that the sub-contractor had $41,000.00 still due and owing to him. This is without consideration of the claim made by the contractor who performed the paving. His claim was for $44,000.00 additional costs because of the handling of the aggregates. It is felt, therefore, that the settlement of $75,000.00 is reasonable and in the best interests of the State.

It might also be pointed out that due to the requirements of the resident engineer, Gunter, the new road was completed in a much better fashion than if built as originally contemplated. I do not know whether the history of maintenance since 1961 bears this out or not.

J. ROBERT PATTERSON
Chief, Trial Section

JRP:ap

FORM E-30

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 5, 1964

SUBJECT: Central Paving Co. v. State
Case No. 53795
Our File L-4218

To: MEMORANDUM TO FILE:

Trial of the above-captioned case commenced on May 25, 1964, in Marion County Circuit Court. The case included: (1) the claim of the prime contractor, Central Paving Company, for additional costs in the amount of $44,213.71 allegedly incurred in handling aggregates for a modified "B" mix asphaltic concrete pavement, and (2) the claim of the slide correction subcontractor, Miller & Hutchins Contractors, Inc., to recover for the excavation of some 245,000 cu. yds. of material alleged to be embankment foundation excavation, bid at $1.25 per cu. yd. Of this additional yardage, the state had paid, after completion of the work and during negotiations, for an additional 86,000+ cu. yds. at 40¢ per cu.yd., the bid price for general excavation. The plaintiffs sought to recover 85¢ per cu. yd. for this yardage ($1.25 minus 40¢), plus $1.25 for the balance of the 245,000+ cu. yds. The total of the second claim was $274,630.66, making a total recovery sought, for both claims, of $318,844.37.

On June 2, the seventh day of the trial, plaintiffs were still presenting their case. The court at that time suggested to counsel that serious settlement efforts should be made. At that time the undersigned felt, on the basis of the evidence so far introduced, including the provisions of the contract that: (1) there was a substantial likelihood that defendant would be entitled to a nonsuit on the first claim; (2) there was only a remote possibility of a nonsuit on the second claim; and (3) there was the likelihood of a substantial verdict on the second cause of action if it were submitted to the jury. There was reason to believe the Judge was of a similar opinion. My personal view was and is that the probabilities favored a recovery on the second cause of action, probably less than the full amount sought, but very likely in the $100,000 to $150,000 range.

Since some overtures were called for, Mr. Patterson at first suggested that he thought he could get approval for a $30,000 settlement. This was promptly rejected. After a spirited discussion between Messrs. Klaboe, Chandler, Miller and Hutchins, it was apparent that $75,000 was their lowest figure. Accordingly, in view of the outlook if the trial continued, settlement on that basis was recommended and approved, subject to confirmation by the Commission.

During the presentation of the evidence, as is usual in most litigation, various factors appeared and were developed which were not wholly as anticipated. One of these was the extent of wet, sloughed material at the toe of the fills. Prior to trial, our personnel had indicated the presence of a relatively insignificant quantity of such material at one or two of the fills. Plaintiffs' witnesses, including the two principals in the subcontracting corporation, several equipment operators and a foreman, indicated that there was a substantial quantity of this sloughed material in nearly all of the fills. The subcontractor's superintendent, Jim Rouse, had not yet been called as a witness but, in all likelihood, would have confirmed the other plaintiffs' witnesses. These witnesses testified that the state required them to spread out this wet, sloughed material and let it dry and/or mix dry material with it before allowing the new embankment to be built on it.

Our field personnel in conversations outside the courtroom admitted requiring that the wet, sloughed material be spread out substantially as testified, although taking the view that the plaintiffs' witnesses were exaggerating the quantity of this wet, sloughed material. One of the state's personnel expressed a rough estimate that there might have been from 10,000 to 12,000 cu.yds. of such material.

Mr. Edwards, who was not called as a witness but with whom conversations were held during the course of the trial, indicated that he had not been aware of the above facts, and said that if asked to testify in court he would be obliged to testify that such work was embankment foundation excavation, compensable at $1.25 per cu.yd.

Plaintiffs' witnesses also testified that there was a substantial quantity of wet, unstable material in most of the fills, not only at the toe but all the way to the top, and that the state required them to excavate back into the old embankments in substantial distances varying from 20 to 50 feet, clear to the top of the fills. According to plaintiffs' witnesses, this work was required by the state in order that the subcontractor could laminate this wet material with dry material which was hauled in, and in order to obtain compaction. Plaintiffs' witnesses also testified that even where the embankment materials were reasonably dry, the state required them to excavate a substantial distance into the old embankment, in order to laminate the old material with the new, and for compaction.

Our witnesses (only two of whom had daily contact with this aspect of the project), would have admitted requiring lamination and compaction, and would have denied requiring excavation into the old embankments to any extent approaching that claimed by the plaintiffs. The state's personnel would also have testified that the old embankment materials in most instances were not unstable, and that they contained very little wet material (other than the sloughed material at the toe), and that generally most of the wet material encountered had been hauled in from cut areas, while the embankment materials were generally dry.

It appears that to the extent the plaintiffs were required to remove wet materials from the old embankment, they would be entitled to embankment foundation excavation prices.

Our original adjustment of 86,000+ cu.yds. was on the basis that plaintiffs were entitled to payment at general excavation prices for materials required to be moved for terracing, under Article 2.4.9 of the Standard Specifications, and our quantity was computed primarily on the basis that 14 feet of working room was reasonably necessary for compaction. Our witnesses would have confirmed the adequacy of 14 feet as working room.

Plaintiffs' witnesses testified that the state required them to use rubber tired equipment as well as cats for compaction, and that a minimum of from 21 to 25 feet of working room was required for them to get compaction with either cats or scrapers.

There was also evidence that at least some additional sloughing and erosion of the embankments took place during early 1960, after the contractors bid the job, and before they were required to start work. Henry Miller expressed the opinion that more erosion occurred after he examined the job than before.

An unfortunate incident occurred when plaintiffs subpenaed Mr. Virgil O'Neil as an adverse witness. Plaintiff questioned Mr. O'Neil primarily with respect to the specifications relating to the first claim, based on the handling of aggregates. Nothing of particular significance was developed in this testimony (with one exception noted below). Mr. O'Neil was also asked a few questions with respect to embankment foundation excavation as described in the Special Provisions. In prior conversations with the undersigned, Mr. O'Neil had indicated an interpretation of this definition similar to that of our other witnesses. Hence, on cross-examination, it was deemed safe and probably helpful to ask him about his understanding of the term.

Mr. O'Neil's oral testimony as to this point, the meaning of "embankment foundation excavation," was not particularly helpful to either side. However, he did produce an inter-department letter, dated January 3, 1958, from Mr. Tom Edwards, then Construction Engineer, to the Division Engineers, explaining this new classification. Mr. O'Neil also reproduced on the blackboard a portion of a sketch attached to Mr. Edwards' letter, illustrating various situations deemed to be embankment foundation excavation. Unhappily, the one of several sketches which Mr. O'Neil drew was the one which looked almost exactly like Mr. Miller's sketch of what he had been required to do on this project.

In fairness to Mr. O'Neil, it should be pointed out that he was subpenaed on the Thursday or Friday immediately preceding trial, and he did not have an opportunity to fully discuss the pertinent specifications with counsel before trial.

Had the trial proceeded, our witnesses would have directly contradicted plaintiffs' witnesses on several points, especially as to what instructions were given, how much excavation was actually performed in the old embankments, and for what purpose, and as to verbal claims allegedly made by plaintiffs for additional compensation on account of this work.

In evaluating the proposals for settlement, it was also pertinent to consider the make-up of the jury. In this case, the jury was composed of ten women (mostly housewives) and two men. One of these gentlemen was a retired farmer, and the other a box printer in a packing plant. It seemed a fair assumption that many of these people would have considerable difficulty understanding the evidence. When faced with a necessity for resolving directly conflicting testimony, as would have been true in this case, the natural "out" for the jury would be to decide that the truth lay somewhwere between the extremes of the testimony.

The state also, it is true, had some "technical" defenses, based on failure to obtain a written extra work order, failure to obtain a written extra work order, failure to file a written notice of claim before doing the additional work, and a prior adverse determination by the engineer. Remarks of the court in chambers led the undersigned to believe that the judge was inclined to the view that neither an extra work order nor a written notice of claim was required if the state had failed to pay for work verbally ordered by the engineer and covered by the contract. As a legal question, there is considerable uncertainty whether the work allegedly performed by the subcontractor was covered by the contract.

Generally, a prior determination of the engineer, especially with respect to quntities and classification of work is final, if made in good faith. However, if the engineer's decision is "grossly erroneous," such a decision can be regarded as involving a failure to exercise honest judgment, in which case it is not final. If the plaintifffs' evidence were wholly believed, the jury might have found such a "gross error" to have occurred.

To summarize, various factors developed at the trial, most of which are discussed above, indicate that the settlement of both claims for $75,000 was reasonable. Even though a nonsuit on the first claim (discussed in more detail in J. R. Patterson's Memorandum to File dated June 3, 1964) was quite possible, the probabilities were that plaintiffs would have recovered something on the second claim, and probably a sum well in excess of the settlement figure.

Two matters should be mentioned here, with respect to difficulties that might be avoided in future cases by clarification of the specifications. First, the definition of "embankment foundation excavation" in the Special Provisions of this contract is ambiguous, at least to a layman, and to some extent to our own engineering personnel. It is believed, for example, that a considerable divergence of view exists as to whether removal of the wet, sloughed material at the toe of the fills was embankment foundation excavation under the definition in the Special Provisions.

Secondly, with respect to the handling of cold aggregates, it appeared from the testimony of Mr. O'Neil, and Mr. White, Assistant Materials Engineer, and from conversations with Mr. L. H. Young, that differences of opinion exist as to what is required to comply with both Article 2.18.10 and Article 2.18.14 of the Standard Specifications. Article 2.18.10 strongly suggests that cold aggregates need be segregated only into two sizes or gradations: coarse and fine. Article 2.18.14 requires that cold aggregates be delivered to the dryer "in the proportions closely approximating the proportions required in the asphaltic concrete pavement."

In this case, the natural fines contained a much higher proportion of 10-0 material than allowed by the Special Provisions for the A/C mix. Under one interpretation of the specifications, this meant that the contractor had to segregate materials into three sizes, coarse, 1/4-10, and 10-0 in order to comply with Article 2.18.14. Under another interpretation, the contractor would not be required to segregate into more than the two sizes contemplated by Article 2.18.10, in the absence of some "special handling" instructions in the Special Provisions.

ALAN H. JOHANSEN
Staff Attorney

AHJ:ks

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JUN 23 1964
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5614

June 15, 1964

Mr. Warne Nunn
Executive Assistant
Executive Department
State Capitol
Salem, Oregon 97310

Dear Mr. Nunn:

Reference is made to your memorandum of June 10 concerning the Miller and Hutchins Contractors, Inc. case with the State Highway Department.

There are two cases of litigation between Miller and Hutchins Contractors, Inc. and the State Highway Department. The first one, involving the Davis Slough-Bullards Bridge Section, has been settled out of court and payment is now being processed.

The second case, involving the Adel-Blizzard Gap Section of the Adel-Nevada State Line Road in Lake County, was originally set for trial in Marion County on October 22, 1963, but was taken off the docket at the request of the plaintiff's attorney. It was reset for trial on June 16, 1964, and was again postponed until August 10, 1964, at the request of the defendant. No further postponement is anticipated.

Very truly yours,

P. M. Stephenson
Acting State Highway Engineer

PMS:ms
cc Mr. Forrest Cooper
Mr. R. L. Porter
Mr. Victor D. Wolfe

June 12, 1964

Status of Miller & Hutchins Contractors, Inc. cases:

File L-4218: In this case, Miller & Hutchins, as subcontractors, were co-plaintiffs with Central Paving Co., prime contractor, in an action where each firm sought to recover additional compensation on the Davis Slough-Bullards Bridge Section, Oregon Coast Highway, Contract No. 5584.

Miller & Hutchins' claim was for $274,630.66, out of a total recovery sought, for both claims, of $318,844.37.

On the seventh day of trial, in Marion County Circuit Court a compromise was reached, whereby both claims were settled for $75,000. That agreement was reached on June 2, 1964, and as of the date of this report, payment is being processed.

File L-3863 In this case, Miller & Hutchins, as prime contractors, seek to recover $163,381.82 additional compensation on the East Unit, Adel-Blizzard Gap Section, Adel-Nevada State Line Road, Contract No. ~~5819~~.

This case was originally set for trial in Marion County Circuit Court on October 22, 1963, and was taken off the docket at the request of plaintiff's attorney. It was re-set for June 16, 1964, and again postponed until August 10, 1964, for convenience of the parties. No further postponement is presently anticipated.

OFFICE OF THE GOVERNOR
STATE CAPITOL
SALEM 97310

MARK O. HATFIELD
GOVERNOR

June 10, 1964

MEMORANDUM

TO: Forrest Cooper

FROM: Warne Nunn WN

Stephenson

I have again been contacted by Selmar Hutchins concerning the Miller-Hutchins Contractors case with the Highway Department. Is there anything that can be done to expedite a court action in this matter?

WN:c

Copy to FC

RECEIVED
JUN 11 1964
OFFICE OF
STATE HIGHWAY ENGINEER

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JUN 12 1964
OREGON
STATE HIGHWAY COMMISSION

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JUN 8 - 1964

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 4, 1964

SUBJECT: Central Paving Company
vs.
State of Oregon
Case No. 53795
Our file 1-4218

To: MEMO TO THE FILE

This memorandum is to be attached to the Report of Trial in the above-entitled case. This case involved slide correction and paving on the Davis Slough-Bandon Section of the Oregon Coast Highway. The contract was awarded in December of 1959 to Central Paving Company, who subcontracted the slide correction work to Miller and Hutchins.

I attempted to settle this case at the time the project was completed. I found at that time that the contractor claimed he had been required to dig into the old fills, bring the material out and laminate it with material brought in for embankment stabilization and correction. Our field forces at that time advised adamantly that the contractor had dug into the fills for his own benefit. The contractor claimed he was requested to do so.

No accurate measurements were kept of the excavation but it appears, using typical cross-sections and a middle-of-the-road analysis of the statements of the people involved, that it amounted to 240,000 yards. The contractor was allowed 80,000 yards of this material in compliance with Article 2.4.9 of the General Specifications. There remained 160,000 yards for which no payment was made.

Evidence brought out at the trial by the plaintiff (partially from his own witnesses - partially from our Resident Engineer, who was subpoenaed) was to the affect that the contractor dug out and intermixed the fill materials with the imported materials at the engineer's direction. If this were true, he was entitled to pay for this item.

A second pertinent fact developed. During the course of the trial the Resident Engineer's inspector changed his previous story and indicated that approximately 10,000 yards of excavation had been done in removing slough from the embankment widening areas. Previously, our field forces had said there had been none at the direction of the engineering forces. The contractor in his testimony claimed that 20,000 yards had been moved. It is assumed that the truth of the volume must lie between the two statements, but the fact remains that in line with our past policy and specifications this was truly embankment foundation

Original and
attachments sent to
Mr Patterson - Legal Dept.
6-5-64 cmz

excavation for which the contractor was entitled to pay at the bid price of $1.25 per cubic yard. No payment of any nature had previously been made for this work item.

Metropolitan Engineer Klaboe was Field Construction Engineer at the time this project was under way. I was Construction Engineer. Mr. Klaboe sat through the entire testimony put on by the plaintiff; I personally sat during the cross examination of subcontractor Hennery H. Miller.

It was Mr. Klaboe's opinion that the plaintiff had presented sufficient evidence through his own witnesses and through Virgil O'Neil, our specification writer, and John Gunter, our Resident Engineer, to establish his case. I call particular attention to a drawing made in the courtroom during cross examination of Virgil O'Neil (which is attached) and his statement under cross examination, particularly on page 4, with respect to foundation embankment excavation.

For these reasons it appeared appropriate to settle out of court for the sum of $75,000. This settlement resolves into payment of $1.25 a yard for approximately 15,000 yards of embankment foundation excavation and 5,000 cubic yards of drainage improvement, amounting to $25,000 and $50,000 for the moving and rehandling of 160,000 yards of material in the fills for which the contractor had received no previous payment.

Both Mr. Klaboe and I highly recommend this settlement.

ORIGINAL SIGNED
TOM EDWARDS

Tom Edwards
Assistant State Highway Engineer

Attachments

TE:jw

cc Forrest Cooper
R. L. Porter

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 2, 1964

To: Memo To File

SUBJECT:

On this date, Chairman Jackson gave his approval to a compromise settlement in the amount of $75,000 in the case of Central Paving Company vs. State of Oregon.

I explained to the Chairman that the people who would testify for the State, namely, Assistant State Highway Engineer Tom Edwards and Metropolitan Engineer Fred Klaboe, would have to state that the contractor was entitled to $30,000 to $35,000 additional compensation. This was about half of the amount of the proposed compromise settlement. I further explained to Mr. Jackson that the jury was composed of ten women and two men and that in opinion of this Department the case was a difficult thing to make completely understandable to a jury.

After due and full consideration, the Chairman approved the settlement.

R. L. Porter

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Forrest Cooper
Mr. L. I. Lindas

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JUN 1 - 1964

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5584

Salem, Oregon
May 27,1964

Don Taylor
Assistant Controller

BUILDING

This memo is to advise you that I was subpoenaed to appear in Circuit Court #2, Marion County, on the part of Plaintiff (Central Paving Co.) in a suit against the State concerning a construction contract, No. 5584, on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County. The subpoena is attached.

I have received from the Plaintiff, the sum of $5.00 for services rendered as a witness. I understand that this amount is due the State as I do not wish to have my absence charged to my vacation leave.

Virgil G. O'Neil
Specifications Engineer

VGO'N:mb
Att.

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MAY 27 1964

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5584

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

May 18, 1964

To: PERSONNEL LISTED BELOW

SUBJECT: Central Paving Co. and Miller & Hutchins, Contractors, Inc. vs. State Highway Commission
Our File L-4218
Davis Slough-Bullards Bridge Sec.
Oregon Coast Highway
Contract No. 5584

As most of you have now learned, trial of the above case has been scheduled to begin, in Marion County Circuit Court, on Monday, May 25, 1964. It is estimated that the trial will last approximately four days.

Since each of you have knowledge of some aspect of the claims involved, it is requested that each of you attend a pre-trial conference regarding the case, on Thursday, May 21, if at all possible. Mr. Morgan has volunteered the use of his office, Room 212, Highway Building, and we will attempt to get under way at 10:00 a.m.

Thank you for your cooperation.

Alan H. Johansen

ALAN H. JOHANSEN
Staff Attorney

NOTED
TOM EDWARDS

AHJ:ks

cc: Tom Edwards
F. D. Morgan
L. R. Chandler
F. B. Klaboe
Oscar A. White
John R. Gunter
Bobby D. Johnson
Mainor C. Holmes

NOTED
TOM EDWARDS

RECEIVED
MAY 19 1964
OFFICE OF
STATE HIGHWAY ENGINEER

9

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FOR FILING
F-109(10)
5584

August 9, 1963

Shell Oil Company
Northwest Division
1219 Westlake Avenue, North
Seattle 11, Washington

Attention: Mr. A. D. Lundstedt
Credit Manager

Gentlemen:

Thank you for your letter of August 2 and attached Release of Claim stating that your claim in the amount of $500,000.00, which was filed against Central Paving Company and United Pacific Insurance Company on January 10, 1962, is fully paid.

The Release of Claim states this is in reference to the Central Paving Company Contract No. 5584 for paving, slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

This information is being noted in our records and we will advise the sureties and the contractor that your claim is fully paid, satisfied and discharged.

Very truly yours,

NOTED ON CARD
dc

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

United Pacific Insurance Co.
P. O. Box 1216
Tacoma, Washington
Attn: W. T. Atkins

Victor S. Risley Co.
223 Board of Trade Bldg.
Portland 4, Oregon

Commissioners

Travelers Indemnity Co.
700 Main St.
Hartford 15, Connecticut

Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Central Paving Company
P. O. Box 38
Independence, Oregon

CWH:fkn

SHELL OIL COMPANY
NORTHWEST DIVISION
SHELL BUILDING
1219 WESTLAKE AVE. NORTH
SEATTLE 11, WASHINGTON

August 2, 1963

Subject: Central Paving Company
P. O. Box 308
Independence, Oregon
OSHC 5584
Your File No. 3905, January 10, 1962

State of Oregon
Department of State
Public Records Section
Salem 10, Oregon

Gentlemen:

In connection with our claim dated January 4, 1962 for $200,000.00 plus costs and attorney's fees, against Central Paving Company, and United Pacific Insurance Company, surety, we are attaching a release.

Yours very truly,

Original Signed By A. D. LUNDSTEDT

A. D. Lundstedt
Credit Manager

CFB:dvm

Attach.

cc: State of Oregon
State Highway Commission
Salem 10, Oregon

United Pacific Insurance Company
Fidelity & Surety Department
Medical Arts Building
Tacoma 1, Washington

Central Paving Company
Box 38
Independence, Oregon

Cec,
ack receipt of lease
with usual cc's
TG

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OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RELEASE OF CLAIM

THIS IS TO CERTIFY that certain claim for the sum of Two Hundred Thousand and no/100 Dollars ($200,000.00) and costs and attorney's fees against Central Paving Company, contractor, and United Pacific Insurance Company, surety, on contract for the work of paving slide correction, Davis Slough-Bullard Bridge Section, Oregon Coast Highway, Coos County, Oregon, OSHC 5584, heretofore filed by the undersigned in the office of the Secretary of State, Salem, Oregon, file number 3905, January 10, 1962, is fully paid, satisfied and discharged and the contractor and surety in question, are relieved from all liability for payment of the same; and that the Secretary of State is hereby authorized and requested to cancel the said original of such claim as so filed.

Dated August 5, 1963.

SHELL OIL COMPANY, Claimant.

Original Signed By A. D. LUNDSTEDT

By ______________________________

A. D. Lundstedt, Division Credit Manager
1219 Westlake Avenue North
Seattle, Washington

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

This is to certify that on this 5th day of August, 1963, before me the undersigned notary public duly commissioned and sworn, personally appeared A. D. Lundstedt, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed of the firm whom he represents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certification above written.

Original Signed By C. W. TAYLOR

____

Notary Public in and for the State of
Washington, residing at Sumner.

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Department of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with Contract #5529 Ends with: Contract # 5584

FLASH CARDS: Begin Each Contract

Remarks: #5529 continued from reel 95
Error corrected: Two drawings omitted from contract #5551, filmed after contract # 5553.
#5584 continues on reel 97

Reel No. 96 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 20 day of March, 19 81 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Silvar Storm